City of High Point
Meeting Agenda
Finance Committee

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

Council Member Britt Moore, Chair
Committee Members:
Mayor Pro Tempore Monica Peters
Council Member Michael Holmes
Council Member Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Thursday, April 2, 2026 **4:00 PM** **Council Chambers**

Finance Committee - Council Member Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2026-37 **Consideration of a Resolution Approving an Interlocal Agreement with Davidson County**
City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Davidson County for Ad Valorem Property Tax Collection Services and authorize the appropriate City Official(s) to execute all necessary documents.

2026-74 **Consideration of a Purchase Order Increase for Meritech, Inc.**
City Council is requested to consider a purchase order increase for Meritech, Inc. from $86,000 to $110,000 for laboratory services and authorize the appropriate City Official(s) to execute all necessary documents.

2026-81 **Consideration of a Sole Source Purchase from Evoqua Water Technologies LLC**
City Council is requested to consider a sole source purchase from Evoqua Water Technologies LLC in the amount of $170,806.34 for parts needed to rebuild final clarifier #4 at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

2026-82 **Consideration of Multiple Contracts with Four (4) Vendors for**

Water and Wastewater Treatment Chemicals
City Council is requested to consider multiple contracts with four (4) vendors for a total amount of $1,618,038.80 for water and wastewater treatment chemicals and authorize the appropriate City Official(s) to execute all necessary documents.

2026-83 **Consideration of a Pressing Need Approval for Shore Street Roadway Repairs by P & S Grading, LLC**
City Council is requested to consider a pressing need approval with P & S Grading, LLC, in the amount of $140,000 for roadway repairs on Shore Street and authorize the appropriate City Official(s) to execute all necessary documents.

2026-86 **Consideration of a Pressing Need Approval for Westside Wastewater Treatment Plant Rental Generator Services by Carolina CAT**
City Council is requested to consider a pressing need approval with Carolina CAT, in the amount of $311,546.33 for a rental emergency power generator at the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

2026-75 **Consideration of a Sole Source Contract with Environmental Systems Research Institute, Inc.**
City Council is requested to consider a sole source contract with Environmental Systems Research Institute, Inc. in the amount of $293,681 for a three-year period for ArcGIS software and training and authorize the appropriate City Official(s) to execute all necessary documents.

2026-78 **Consideration of a Contract with Osmose Utilities Services, Inc.**
City Council is requested to consider a contract with Osmose Utilities Services, Inc. in the amount of $195,364.87 for steel transmission pole inspections and testing and authorize the appropriate City Official(s) to execute all necessary documents.

2026-84 **Consideration of Revisions to the Public Transportation Agency Safety Plan (PTSAP)**
City Council is requested to consider the revised Public Transportation Agency Safety Plan and authorize the appropriate City Official(s) to execute all necessary documents.

2026-85 **Consideration of a Resolution Adopting the Revised City of High Point Transit Drug & Alcohol Policy**
City Council is requested to consider a resolution adopting the revised City of High Point Transit Drug & Alcohol Policy and

authorize the appropriate City Official(s) to execute all necessary documents.

2026-94 **Consideration of an Agreement with the North Carolina Railroad Company, Norfolk Southern Railway Company, and the City of High Point for Railroad Slopes and Roadway Project**

City Council is requested to consider an agreement with the North Carolina Railroad Company, Norfolk Southern Railway Company, and the City of High Point for the Railroad Slopes and Roadway Project and authorize the appropriate City Official(s) to execute all necessary documents.

2026-87 **Consideration of a Contract with National Equipment Dealers, LLC**

City Council is requested to consider a contract with National Equipment Dealers, LLC in the amount of $1,470,000.00 for a replacement Tana H555 compactor, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

2026-88 **Consideration of a Contract with Precision Infrastructure Management**

City Council is requested to consider a contract with Precision Infrastructure Management in the amount of $157,200 for an assessment of sidewalk deficiencies and roadway ponding issues in the public right-of-way and authorize the appropriate City Official(s) to execute all necessary documents.

2026-89 **Consideration of a Purchase Order Increase for Carolina CAT**

City Council is requested to consider a purchase order increase for Carolina CAT by $50,000 for a total of $140,000 and authorize the appropriate City Official(s) to execute all necessary documents.

2026-95 **Consideration of a Contract with Blythe Construction, Inc.**

City Council is requested to consider a contract with Blythe Construction, Inc. in the amount of $3,208,863.35 for the 2026 City of High Point Street Resurfacing Project and authorize the appropriate City Official(s) to execute all necessary documents.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Resolution Approving an Interlocal Agreement with Davidson County**

FROM:
Bobby Fitzjohn
Financial Services Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Resolution
2. Interlocal Agreement

PURPOSE: Davidson County has requested a new interlocal agreement for Ad Valorem Property Tax Collection Services.

BACKGROUND: Davidson County currently bills and collects for the City's Ad Valorem Property Tax within Davidson County. The long-term agreement that is currently in place requires the City to pay a flat amount per tax bill ($7.75/bill in FY25). Davidson County has presented a new interlocal agreement which will tie their collection fee to the amount levied or billed, rather than on a per-bill basis. The three-year agreement proposes a 1.25% fee for year one, a 1.375% fee for year two, and a 1.5% fee for year three.

Based on our FY25 levy, collection costs would be $47,822 in year one, $52,604 in year two, and $57,386 in year three. On a per-bill basis, we paid $21,545.

County comparisons:

Randolph	1.25%
Guilford	0.75%
Forsyth	1.00%

BUDGET IMPACT: Tax collection fees are included in the annual recommended budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Davidson County for Ad Valorem Property Tax Collection Services and authorize the appropriate City Official(s) to execute all necessary documents.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN DAVIDSON COUNTY AND THE CITY OF HIGH POINT FOR AD VALOREM PROPERTY TAX COLLECTION SERVICES

WHEREAS, the North Carolina General Statutes Chapter 160A, Article 20 provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking, and the contracts and agreements shall be of reasonable duration and ratified by resolution of the governing board of each unity spread upon its minutes; and

WHEREAS, the City of High Point ("City") and Davidson County ("County") are units of local government in North Carolina; and

WHEREAS, for several decades, and as allowed by North Carolina law, the County has administered, assessed, listed, billed, and collected ad valorem property taxes and related charges and fees (excluding motor vehicle taxes) which were and are due to the City; and

WHEREAS, the County and the City have determined that it is in the public benefit and interest to memorialize the continuation of the provision of the County's tax administration, assessment, listing, billing, and collection services to the City in the form of the Interlocal Agreement between Davidson County and the City of High Point for Ad Valorem Property Tax Collection Services ("Agreement"); and

WHEREAS, the County and the City agree that the fees for such services, as set forth herein, are in the best interests of the citizens of both the County and the City; and

WHEREAS, the County and the City agree this Agreement shall be valid for three (3) years starting with the date stated in the Agreement, unless terminated earlier pursuant to the terms therein; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of High Point hereby approves, ratifies, and authorizes the execution of the Agreement.

Adopted this the 6th day of April 2026.

_____
Cyril Jefferson, Mayor

ATTEST:

_____
Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

INTERLOCAL AGREEMENT
BETWEEN DAVIDSON COUNTY AND THE CITY OF HIGH POINT
FOR AD VALOREM PROPERTY TAX COLLECTION SERVICES

This interlocal agreement, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, this ____ day of _____, 2026 (hereinafter, the "Agreement"), by and between Davidson County, a body politic and corporate organized and existing under the laws of the State of North Carolina (hereinafter, the "County") and the City of High Point, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter, the "Municipality"), and also collectively referred to as the "Parties".

WITNESSETH

WHEREAS, for several decades, and as allowed by North Carolina law, the County has administered, assessed, listed, billed, and collected ad valorem property taxes and related charges and fees (excluding motor vehicle taxes) which were and are due to the Municipality; and

WHEREAS, the County and Municipality have determined that it is in the public benefit and interest to re-execute and memorialize the continuation of the provision of the County's tax administration, assessment, listing, billing, and collection services to the Municipality in the form of this Agreement for Ad Valorem Property Tax Collection Services; and

WHEREAS, the County and Municipality agree that the fees for such services, as set forth herein, are in the best interests of the citizens of both the County and Municipality; and

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes sets forth that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function, or right, including the collection of ad valorem property taxes; and

WHEREAS, the County and Municipality agree this Agreement shall be valid for three (3) years, from _____, 2026, to _____, 2029, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the County and Municipality have ratified this Agreement as shown by record in their respective minutes; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and accruing to the benefit of each of the respective Parties hereto, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the County and the Municipality, the Parties agree as follows:

1. County Billing and Collection of Municipal Taxes

(a) The County shall continue to provide ad valorem property tax collection services (excluding the collection of registered motor vehicle taxes) and other related services to the Municipality, including the collection of current and delinquent taxes. "Collection" as used herein includes receiving all payments by or from taxpayers, as well as the authority of the County to pursue any and all available statutory remedies for recollection of unpaid delinquent taxes, as provided by Chapter 105 of the North Carolina General Statutes (hereinafter, the "Machinery Act").

(b) The Parties agree that the Tax Collector of the County is, by and through this Agreement, designated, appointed, and duly charged as the Tax Collector for the Municipality. All duties, rights, and authority of the Municipality's Tax Collector shall vest in the Tax Collector of the County pursuant to N.C.G.S. §§ 105-349 *et seq*., including, without limitation, the ability to do the following: (i) settle tax matters pursuant to N.C.G.S. § 105-373; (ii) make discoveries pursuant to N.C.G.S. § 105-312; (iii) hear and decide informal appeals of ad valorem property tax valuations; (iv) make recommendations to the appropriate board or boards on property tax matters requiring a board decision, including the Davidson County Board of Commissioners or the Davidson County Board of Equalization and Review; (v) hire or retain legal counsel for tax matters, including hiring or retention of outside counsel; (vi) hire or retain other subject matter experts relevant to the valuation, administration, assessment, listing, billing and/or collection of ad valorem property taxes, including third-party appraisers and auditors; (vii) defend or pursue any and all appeals as to valuation, assessment, or listing of relevant ad valorem property taxes; and (viii) make decisions relating to the collection of delinquent taxes, including tax foreclosure, debt-setoff, bankruptcy litigation, acceptance of payment plans, and any other lawful method of collection of such delinquent ad valorem property taxes.

(c) The Tax Collector of the County is, by this Agreement, appointed as the Tax Collector for the Municipality for the same term under which they serve as County Tax Collector. This Agreement and appointment as Tax Collector for the Municipality shall apply to any subsequently appointed Tax Collector of the County. The Tax Collector shall take the oath required to be Tax Collector for the Municipality. The Tax Collector shall obtain a bond to cover the taxes of the Municipality pursuant to N.C.G.S. § 105-349(c).

(d) Effective as of the Municipality's tax levy for the fiscal year beginning July 1, 2026, and for each fiscal year thereafter so long as this Agreement is in effect, the governing boards of the County and the Municipality shall adopt an order pursuant to N.G.C.S. § 105-321 which shall direct the County's Tax Collector to collect ad valorem property taxes charged in the tax records and receipts. A copy of this order shall be delivered to the County's Tax Collector. Thereafter, the County's Tax Collector shall cause the preparation of the tax "Scroll" and shall deliver a copy thereof to the Municipality.

(e) For the avoidance of doubt, any and all ad valorem property tax decisions, including discoveries, garnishments, attachments, and other collection proceedings are hereby delegated to the County and its Tax Collector. The County agrees to use its best efforts to accurately list, assess, bill, and collect Municipality ad valorem property taxes. The County shall not be held to a higher

standard for collecting Municipality ad valorem property taxes than the County has for collecting County ad valorem property taxes.

(f) The Municipality agrees to appoint and maintain one of its employees as a Deputy Tax Collector to act on behalf of the City with regard to ad valorem property tax matters and to present certain tax-related matters to the Municipality's governing board.

2. Discount Rates

The governing board of the Municipality and the Board of County Commissioners for the County shall determine their respective "early pay" discount rate, subject to approval by the North Carolina Department of Revenue (hereinafter, the "NCDOR") pursuant to N.C.G.S. § 105-360.

3. Tax Releases and Refunds

(a) The County shall promptly provide the Municipality with taxpayer requests for release or refund of ad valorem property taxes when received, together with reasonable information needed to make determinations or otherwise authorize certain actions as to such requests for release or refund. The Municipality's Deputy Tax Collector shall consult with the governing board and relevant employees and officers of the Municipality, and the Municipality shall, at the next regular meeting of its governing board occurring at least fifteen (15) days after the Municipality's receipt of such request and related information, place the matter before the governing board for consideration and issue an advisory decision as to whether to grant or deny such release or refund of the Municipality's ad valorem property taxes. The County shall grant or deny such release or refund pursuant to such advisory decision Notwithstanding the foregoing, the Municipality hereby designates and delegates its authority to approve refunds and releases less than $100.00 to Municipality's Town or City Manager.

(b) In the event a taxpayer request for release or refund of ad valorem property taxes is granted, as provided by applicable law, the County shall deduct any such released or refunded ad valorem property taxes that have been paid to the Municipality from the next distribution of ad valorem property taxes due to the Municipality.

4. Registered Motor Vehicle Taxes

(a) Generally, registered motor vehicle taxes are collected by the State of North Carolina via the "Tax and Tag Together" program operated by the North Carolina Department of Motor Vehicles (hereinafter, the "NCDMV"). Collections of such taxes are reported monthly through the North Carolina Vehicle Tax System (NCVTS) and resulting tax revenues, including registered motor vehicle tax revenue belonging to the Municipality, are remitted to the County on a monthly basis. The County will include the Municipality's share of such revenue with each monthly distribution of ad valorem property taxes collected by the County on behalf of the Municipality.

(b) In the event certain motor vehicles are not properly registered with NCDMV, the County shall be responsible for collecting ad valorem property taxes on such motor vehicles until

such time as the motor vehicles become properly and lawfully registered with NCDMV. Such assessments, known as "gap bills", will be assessed, billed, and collected by the County during the period in which the motor vehicle is not properly and lawfully registered with NCDMV, and will be remitted to the Municipality with each monthly distribution of ad valorem property taxes collected by the County on behalf of the Municipality.

5. Term of Agreement

(a) This Agreement shall be valid for a term of three (3) years, beginning on _____, 2026, and continuing to 11:59pm on _____, 2029, and may be extended by mutual agreement of the Parties for successive three (3) year terms; provided, however, either party may terminate this Agreement pursuant to the terms of Section 15 herein.

(b) To the extent the County currently provides or has previously provided services to the Municipality consistent with or related to the services contemplated by the Agreement, the current terms of such provision of services shall continue to apply until 11:59pm on _____.

6. Compliance with Applicable Law

The County agrees that it will comply with all applicable tax collection laws of the State of North Carolina, including those contained in Subchapter II of the Machinery Act, and all administrative mandates issued by the State of North Carolina.

7. Records and Accounts

(a) The County shall be responsible for maintaining all Municipality ad valorem property tax records and other related charges, including amounts paid and unpaid, in the same manner as County tax records are maintained.

(b) The Municipality will provide to the County all necessary information for transfer of ad valorem property tax revenues due to the Municipality. The County will properly account for and distribute such funds by check or other mutually agreed-upon method on a monthly basis.

(c) The County shall provide to the Municipality all necessary and required reports in such format and detail as to enable the Municipality to prepare and record any and all necessary financial transactions relating to ad valorem property tax revenue.

(d) The County shall, during regular business hours, make available to the Municipality's auditors, either internal or external, the daily cash transactions relating to the Municipality's ad valorem property tax revenue, as well as other records pertaining thereto to the fullest extent practicable or otherwise required by law; provided, however, the Municipality agrees that its auditors shall execute, agree to, or otherwise complete any and all security protocols, either analog or digital, as may be required by the County, its insurers, its auditors, NCDOR, or by applicable law, to ensure document and data integrity and security.

(e) To the fullest extent allowable by law, the Municipality shall provide the County's Tax Department with access to certain of the Municipality's records, documents, and systems as the Municipality deems to be beneficial in the listing, assessment, billing, and collection of the Municipality's ad valorem property taxes.

8. Annexations

The Municipality shall provide the County with information necessary and/or sufficient to list, assess, bill, and collect the Municipality's ad valorem property taxes on the date of each such annexation, the necessity or sufficiency of which shall be determined by the County in its sole discretion. Upon the collection of each annexation, the County shall prorate ad valorem property taxes due to the Municipality and collect such ad valorem property taxes accordingly.

9. Municipal Tax Rate or Rates

In no event later than July 1 of any fiscal year or as otherwise required by applicable law, the Municipality shall notify the County's Tax Collector of the ad valorem property tax rate or rates applicable to taxpayers located within the Municipality. However, in the event it is necessary to adopt an interim budget, the Municipality shall notify the County's Tax Collector of the Municipality's tax rate or rates not later than July 1 so as to allow for the levy required pursuant to N.C.G.S. § 105-347. In the event Municipality fails to provide its tax rate on or before July 1 of a fiscal year, any fees, costs, or expenses incurred by County as a result of such failure shall be assessed to Municipality.

10. Pro-rata Payments

In the event the County collects less than full payment of ad valorem property taxes for property located or registered in the Municipality, the County shall distribute partial payments received from Municipality taxpayers on a pro-rata basis between taxes owed to the County and the Municipality, and such distribution shall be based on the respective ad valorem property tax rate of the Parties.

11. Costs for Billing and Collection

The County shall incur all costs for preparing, printing, billing, and collecting ad valorem property tax bills and assessments to the Municipality's taxpayers, including notices and advertisement of delinquent ad valorem property taxes.

12. Fees for County's Services

(a) General Fee for County Services: Except where otherwise set forth in this Agreement, the Municipality agrees to pay to the County a fee equal to **One and one-quarter percent (1.25%)** of all ad valorem property tax collections by the County on behalf of the Municipality (the "General Fee"). The General Fee will be subtracted from each monthly or other regular or special distribution from the County to the Municipality of the Municipality's ad valorem property tax revenue collected by the County during the relevant period for each such

distribution. Except where otherwise set forth in this Agreement, such General Fee shall be inclusive of the time, effort, and expense incurred by the County in performance of its services to list, assess, bill, and collect the Municipality's ad valorem property taxes, and except where otherwise set in this Agreement, the Parties agree that such General Fee is appropriate consideration for such time, effort, and expense incurred by the County in performance of the services contemplated in this Agreement.

(b) For each subsequent year after the first year of this Agreement, Municipality and County agree that, to offset inflation and increasing costs year-over-year, the General Fee, as first set forth above, **shall increase by One-Eighth of one percent (.125%) per year** (the "Annual General Fee Escalator"). For example: A .125% increase to the 1.25% General Fee equals a second year General Fee equal to 1.375% (1.25% / 100 = .125%; .125% + 1.25% = 1.375%). A .125% increase to the 1.375% General Fee equals a third year General Fee equal to 1.5% (1.375% / 100 = .125%; .125% + 1.375= 1.5%).

(c) Fee of Collection of NCDMV Registered Motor Vehicle Taxes: As set forth above, the State of North Carolina, by and through NCDMV and NCDOR, pay to the County all collected ad valorem property taxes on *registered motor vehicles* through the legally-mandated "Tax and Tag Together" program. The County acts as a "pass-through" for such ad valorem property tax revenue and does not currently undertake efforts to collect such revenue. Accordingly, no fee is due to the County for its services to receive and remit any such revenue due to the Municipality; provided, however, in the event of any change to the "Tax and Tag Together" statutory or regulatory scheme that necessitates the County to undertake collection or other efforts, the Parties agree that the County shall be responsible for listing, assessing, billing, and collecting all such ad valorem property taxes relating to registered motor vehicles subject to taxation by the Municipality; and as a fee for such services by the County, the General Fee shall apply and be payable to and retained by the County pursuant to the terms of paragraph (a) of this Section.

(d) Fee for Collection of Unregistered Motor Vehicle Taxes: The ad valorem property tax revenue from "Tax and Tag Together", as discussed in paragraph (b) of this Section, does not account for the listing, assessment, billing, and collection of ad valorem property taxes on motor vehicles that are unregistered with NCDMV, including motor vehicles exempt from registration or in circumstances where a vehicle owner fails to properly and timely re-register the motor vehicle, thereby creating what is known as a "gap bill". Should a motor vehicle not be registered with NCDMV for any reason, collection of ad valorem property taxes defaults to local government, as set forth in the Machinery Act. Accordingly, in such circumstances, the Parties agree that the County shall be responsible for listing, assessing, billing, and collecting all such ad valorem property taxes resulting from unregistered motor vehicles subject to taxation by the Municipality; and as a fee for such services by the County, the General Fee shall apply and be payable to and retained by the County pursuant to the terms of paragraph (a) of this Section.

(e) School District Taxes: No fee shall be payable to the County for its collection of School District taxes.

(f) Special Assessments and other Liens by the Municipality: For all other taxes, assessments, and any other amounts collected by County in relation to this Agreement shall be subject to the General Fee, as set forth above.

13. Disbursement of Other Fees and Costs

(a) Collection of Statutory Interest on Delinquent Accounts: As set forth in the Machinery Act, the County is legally required to levy interest on all delinquent ad valorem property tax amounts on a monthly basis. Upon the collection of such interest by the County, all such statutory interest amounts shall be distributed to the County and the Municipality on a pro-rata basis in the same manner as the distribution of all originally-levied ad valorem property tax assessments as set forth in Section 10 above. For the avoidance of doubt, the General Fee shall apply to collection of all interest receipts and be payable to and retained by the County pursuant to the terms of paragraph (a) of Section 12.

(b) Collections-Related Processing Fees / Costs: During performance of the County's services, certain costs, fees, or expenses may be incurred by the County and assessed to the individual taxpayer as part of collection of ad valorem property taxes. For example: the Machinery Act allows the assessment of a penalty for late listing of personal property, as well as the assessment of a penalty for return of a bank check for insufficient funds. The Machinery Act, as may be amended from time to time, allows for or requires numerous instances of fines, fees, and/or penalties charged to taxpayers for certain actions or inactions by such taxpayers. In all such instances, the County shall retain any and all such costs, fees, fines, and/or penalties, as the Parties agree that such funds are representative of the costs, fees, or expenses incurred by the County as a result of such action or inaction by the taxpayer.

14. Tax Foreclosure Actions

(a) Generally: The County may institute a tax foreclosure proceeding for recovery of delinquent ad valorem property taxes, the timing, form, and nature of which shall be decided by the County in its sole discretion. The County agrees to use reasonable efforts to assure that the opening bid at any tax foreclosure sale be sufficient to pay both Municipality and County ad valorem property taxes; provided, however, the County shall have sole discretion to accept a bid for an amount lesser than the combined ad valorem property tax amounts of both the Municipality and the County.

(b) Pro-rata Distribution: In the event a tax foreclosure sale proceeds are less than the combined ad valorem property tax amounts of both the Municipality and the County, such proceeds shall be distributed between the Municipality and the County on a pro-rata basis after all costs and fees of the County, as set forth by paragraph (c) of this Section, are reimbursed to the County.

(c) Costs and Fees Incurred in Tax Foreclosure Action: Any and all costs, fees, and expenses, including a reasonable attorneys' fee, advertising and service of process costs, legal fees, and other necessary or mandated expenses, incurred by the County in furtherance of the tax

foreclosure action or sale shall be first reimbursed to the County from tax foreclosure sale proceeds.

(d) Purchase by Municipality: Notwithstanding the provisions of N.C.G.S. § 105-376 or any other law, in the event the Municipality is the high bidder in any tax foreclosure action, the Municipality agrees to pay or otherwise reimburse the County for all costs, fees, and expenses incurred by the County in bringing such tax foreclosure action, along with all delinquent ad valorem property taxes owed to the County.

(e) Purchase by County: Notwithstanding the provisions of N.C.G.S. § 105-376 or any other law, in the event the County is the high bidder in any tax foreclosure action, after reimbursement of the County's costs, fees, and expenses in bringing such tax foreclosure auction, the County agrees to pay or otherwise reimburse the Municipality for all delinquent ad valorem property taxes owed to the Municipality.

(f) Subordination and Collection of Municipal Liens: In the event the Municipality has or may have municipal liens resulting from ordinance actions or undertakings pursuant to Article 8 of Chapter 160A of the North Carolina General Statutes or other, similar statute, the Municipality agrees to and hereby does subordinate all such lien amounts assessed to any property, real or personal, once the County institutes a tax foreclosure action against such property, real or personal. In the event the Municipality exercises its legal right to foreclose on any property, real or personal, for recovery of such lien and lien amounts, the Municipality agrees to pay to the County any then-due ad valorem property taxes owed to the County without regard for whether such ad valorem property tax amounts are delinquent. The Municipality shall notify the County from time to time with regard to municipal liens or lien amounts subject to the terms of this Section that it wishes the County to collect pursuant to this Agreement. For all such liens and lien amounts, the County shall be responsible for all collections activity, and such municipal liens and liens amounts shall not be subject to foreclosure unless and until tax foreclosure proceedings are initiated with respect to the applicable parcel. For all such liens and liens amounts subject to the terms of this Section, the County shall administer and pursue collection of all such liens and liens amounts, including through foreclosure, at such time and such manner as determined in the County's sole discretion.

(g) Joint Bid: In certain instances, the Parties may deem it reasonable and advisable to enter a joint bid at foreclosure sale, particularly where the governmental or proprietary interests of one or more of the Parties would be impaired without such joint bid. In such instances, the Parties, or representatives for each of the Parties, may agree to enter a joint bid at tax foreclosure sale, and in such instances, the Parties shall agree to a "maximum joint bid" to be entered on behalf of both Parties, collectively. The "maximum joint bid" shall be inclusive of all costs, fees, expenses, interest, penalties, and delinquent ad valorem property taxes owed to both Parties as a result of such tax foreclosure action. If the Parties, as joint bidders, are the highest bidder at any tax foreclosure sale, the Parties shall each contribute to the purchase price a pro-rata amount of the highest bid, as determined by the total amount of ad valorem property taxes, along with any other claimed lien or assessment, owed to each of the Parties. Upon the payment of the bid price, the Parties acquire title to the real property as tenants in common, with each party owning a fractional interest of the whole equal to the same fraction as the contribution of each to the purchase price.

15. Termination

This Agreement may be terminated by either party by providing written notice to the other party not later than six (6) months prior to the start of the next fiscal year (July 1). Upon notice of termination of this Agreement but in no event later than March 1st following such notice, the County shall deliver to the Municipality all ad valorem property tax records pertaining to the listing, assessment, billing, or collection of the Municipality's ad valorem property taxes, and such records shall be in a customary electronic data format, or in whatever form held in its hands. The County shall continue to collect current and delinquent ad valorem property taxes of the Municipality through June 30 of the fiscal year in which notice of termination was provided, and the County shall provide a full accounting to the Municipality of the status of all ad valorem property tax collections as of such June 30 date. Beginning on July 1, after such termination becomes effective, the County and the County's Tax Collector shall have no further legal duty or obligation to list, assess, bill, or collect any current or delinquent ad valorem property taxes due to the Municipality.

16. Agreement Applies Only within the County

The Parties acknowledge that the corporate limits of the Municipality exist within multiple counties. The Parties agree that the terms of this Agreement only apply to that portion of the Municipality that is within the County. For example, the Parties agree in paragraph (b) of Section 1 that the Tax Collector of the County is designated, appointed, and duly charged as the Tax Collector of the Municipality only for that portion of the Municipality that is within the County.

17. Entire Agreement

This Agreement sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior and contemporaneous conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties hereto.

18. Notice

Notice under this Agreement shall be deemed sufficient upon the mailing to either party by certified or registered mail at the following locations:

Davidson County
Attention: County Manager
Post Office Box 1067
913 N. Greensboro Street
Suite 404
Lexington, North Carolina 29273

City of High Point
Attention: City Manager
Post Office Box 230
211 South Hamilton Street
Administration, Suite 320
High Point, North Carolina 27260

19. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina without regard for its choice of law provisions.

20. Counterparts

The Parties agree that this Agreement may be executed in multiple documents, including by electronic signature, and each such executed document shall be deemed an original and part of the final, executed Agreement.

(This Space Left Intentionally Blank)

IN WITNESS WHEREOF, the Parties execute this Agreement in their respective names and titles, by and through the duly authorized undersigned representatives below, all by resolution of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

The County:

DAVIDSON COUNTY

By:_____

Name:_____

Title:_____

Preaudit Certificate

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

_____

Name: _____

Title: _____

The Municipality:

CITY OF HIGH POINT

By:_____

Name: Tasha Logan Ford

Title: City Manager

Preaudit Certificate

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

_____

Bobby Fitzjohn, Finance Officer

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Purchase Order Increase for Meritech, Inc.**

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To request approval to increase the purchase order amount for laboratory services provided by Meritech, Inc.

BACKGROUND: Meritech Inc. is a contract laboratory that is utilized to perform laboratory analyses for specific tests that the City of High Point Water Quality Laboratory is unable to perform in-house. Examples include organics, nutrients, emerging contaminants, and other regulatory required testing. Blanket PO# 119625 for Meritech, Inc. was set up at the beginning of the budget year for $86,000. Expenses will exceed $90,000 this year requiring City Council approval and are due to unplanned analytical cost increases and additional samples due to regulatory requirements.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase order increase for Meritech, Inc. from $86,000 to $110,000 for laboratory services and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Sole Source Purchase from Evoqua Water Technologies LLC**

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote
2. Sole Source Letter
3. Sole Source Justification Form

PURPOSE: To purchase the necessary parts from Evoqua Water Technologies LLC to rebuild final clarifier #4 at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The Eastside WWTP has four final clarifiers that are downstream of the Biological and Nutrient Removal Process (BNR). Final clarifier #4 needs a replacement drive assembly, Unitube Tow Bro Header, and additional miscellaneous parts. The intent is to pre-purchase the parts and hire a contractor to perform the repairs. Final Clarifiers #1, #2 and #3 were rebuilt during previous budget years.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Evoqua Water Technologies LLC in the amount of $170,806.34 for parts needed to rebuild final clarifier #4 at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Evoqua Products and Services Proposal

Prepared For:

CITY OF HIGH POINT

211 S HAMILTON ST
High Point, NC 27260-5232

Quote #: 03970692

Transforming Water. Enriching Life.®

Proposal For:
CITY OF HIGH POINT
211 S HAMILTON ST
High Point, NC 27260-5232

Kayla Szalewski
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
+12625218225
kayla.szalewski@xylem.com

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	**W3T592236** RING-SEAL, 107"OD, 90"ID, .25"TH, 304LSS	2 EA	$6,101.17	$12,202.34
2	**W3T592338** SEAL RING HARDWARE AND WELDING	1 EA	$178.61	$178.61
3	**W3T602277** SEAL, 2 X 3 X .25"THK, NEOPRENE 50-60 D	1 EA	$6.92	$6.92
4	**W3T570845** Header Assy-TwoBro,Sect A,145'Tank, HDG	2 EA	$12,039.41	$24,078.82
5	**W3T570846** Header Assy-TwoBro,Sect B,145'Tank, HDG	2 EA	$9,543.55	$19,087.10
6	**W3T570847** Header Assy-TwoBro,Sect C,145'Tank, HDG	2 EA	$10,227.16	$20,454.32
7	**W3T570848** Blade-Deflector, 96"Manifold, A36	2 EA	$728.96	$1,457.92

Item	Part No Description	Qty	Net Price	Ext Price
8	**W2T119874** SQUEEGE-FLDZNG VANE,0.25 X 3",NEOPRENE	160 FT	$11.81	$1,889.60
9	**W3T277466** Seal-Lower,94"Dia.,27'Long	1 EA	$306.73	$306.73
10	**W3T18461** SEAL-DRUM,.25 X 3.63 X 312"LG,60-70 DUR	1 EA	$294.16	$294.16
11	**W3T324552** SHIM, .50 X 2.75 X 15", W/4 SLOTS,304LSS	4 EA	$75.64	$302.56
12	**W3T324553** SHIM, .25 X 2.75 X 15", W/4 SLOTS,304LSS	4 EA	$62.67	$250.68
13	**W3T324554** SHIM,10GA X 2.75 X 15",W/4 SLOTS, 304LSS	4 EA	$55.44	$221.76
14	**W3T324555** SHIM,14GA X 2.75 X 15",W/4 SLOTS,304LSS	8 EA	$50.60	$404.80
15	**W3T570921** Wiper, 55.00" (HayBaler Neop Belting)	2 EA	$150.85	$301.70
16	**W3T570922** Wiper, 55.00" (HayBaler Neop Belting)	26 EA	$150.85	$3,922.10

Item	Part No Description	Qty	Net Price	Ext Price
17	**W3T570923** Wiper, 41.50" (HayBaler Neop Belting)	2 EA	$125.71	$251.42
18	**W3T570937** Backing Bar,PL 0.25 X 2.00 X 36.00", A36	2 EA	$49.37	$98.74
19	**W3T570938** Backing Bar,PL 0.25 X 2.00 X 51.19", A36	2 EA	$47.60	$95.20
20	**W3T570939** Backing Bar,PL 0.25 X 2.00 X 52.25", A36	26 EA	$56.35	$1,465.10
21	**W3T570940** Counterweight Pl,.25 x 8.50 x 13.75",A36	86 EA	$85.66	$7,366.76
22	**W3T570991** Counterweight Pl,.25 x 8.50 x 9.75",A36	2 EA	$285.66	$571.32
23	**W3T569847** Field Material-Tow Bro Header, SS	1 EA	$4,343.40	$4,343.40
24	**W3T571063** Drive Assy-H60AHT, CW, 0.03 RPM, EURO	1 EA	$65,000.00	$65,000.00
25	**W2T119880** KIT,CLAMP W/BAND 50' X.62" FSTNRS & SPLC	1 EA	$300.00	$300.00

Item	Part No Description	Qty	Net Price	Ext Price
26	**W3T570918** Wiper-Bottom Extn 16.56" (Neoprene 60D)	2 EA	$243.05	$486.10
27	**W3T570919** Wiper-Bottom Extn 111.12"(Neoprene 60D)	2 EA	$251.41	$502.82
28	**W3T570920** Wiper-Bottom Extn 212.50"(Neoprene 60D)	6 EA	$452.56	$2,715.36

Currency: USD

Quote Totals

Item(s) Subtotal:	$ 168,556.34
Freight:	$ 2,250.00
Total Net Price:	**$ 170,806.34**

Proposal Notes

Lead Time: 12-14 Weeks ARO

Our Manufacturing Rep in your area is:

Representative:	Glory Thorpe
Company:	HEYWARD-CHARLOTTE INC
Address:	2101 CAMBRIDGE BELTWAY DR STE A
	Charlotte, NC, 28273-4352
Phone:	7045832305
Email:	

Sole Source Letter

To: High Point, NC

Date: March 12th, 2026

Subject: City of High Point, NC – Sole Source Letter from Evoqua Water Technologies LLC

To whom it may concern:

This is to confirm that Evoqua Water Technologies is the sole source for Envirex™ .

We are the OEM and retain all the drawings and proprietary rights to contract products supplied by the above brands at your treatment plants.

Heyward Charlotte is the sole representative in this area.

No one else is authorized to sell, solicit or manufacture our products in your area.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

Kayla Szalewski

Kayla Szalewski

Account Specialist

Xylem/Evoqua Water Technologies LLC

N19W23993 Ridgeview Pkwy, Suite 200

Waukesha, WI 53188

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: Evoqua Water Technologies LLC

Item(s): Parts to rebuild final clarifier #4 at the Eastside WWTP

Justification:

Evoqua Water Technologies is the OEM and sole source supplier for Envirex equipment and replacement parts.

Estimated expenditure for the above item(s): $170,806.34

Fund-Cost Center-Spend Category-Grant/Programs-Additional Worktag: FD421-CC5208-SC154

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. (***Attach Company's Letterhead)*
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: AllisonKraft — Digitally signed by AllisonKraft Date: 2026.03.18 16:20:34 -04'00'

Department/Division: Water Resources Date: 3-18-2026

APPROVAL PROCESS

Purchasing Manager: Candy E Harmon — Digitally signed by Candy E Harmon Date: 2026.03.25 17:48:56 -04'00'

Financial Services Director: Bobby Fitzjohn — Digitally signed by Bobby Fitzjohn Date: 2026.03.26 10:34:24 -04'00'

City Council ($30,000 – Up)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of Multiple Contracts with Four (4) Vendors for Water and Wastewater Treatment Chemicals**

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bid Tabulation
2. Bid Recommendation Form

PURPOSE: To contract with four (4) vendors for the purchase of water and wastewater treatment chemicals.

BACKGROUND: The City of High Point advertised for the purchase of water and wastewater treatment chemicals, specifically Aluminum Sulfate, Sodium Hydroxide, Corrosion Inhibitor, and Sodium Hypochlorite. A total of 12 chemical suppliers submitted bids. Attached is a copy of the certified bid tabulation. The following vendors were the low bidders:

Staff recommend approval to execute contracts with the four (4) vendors listed above for the chemicals and amounts identified on the attached certified bid tabulation. The contracts for each chemical will be awarded for a one-year period with the option to renew for four (4) additional one (1) year periods if terms and pricing are agreeable to both parties.

Chemical	Bidder	Amount	Total Bid Price
Aluminum sulfate	Superb Solutions for You, Inc.	$432.00/ton	$740,880.00
Sodium hydroxide	Trinity Manufacturing, Inc./Oltrin Solutions, LLC	$663.56/ton	$235,563.80
Corrosion inhibitor	Sterling Water Technologies, LLC	$1,234.38/ton	$308,595.00
Sodium hypochlorite	JCI Jones Chemicals	$1.48/gallon	$333,000.00

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider multiple contracts

with four (4) vendors for a total amount of $1,618,038.80 for water and wastewater treatment chemicals and authorize the appropriate City Official(s) to execute all necessary documents.

Bid Tabulation
City of High Point, North Carolina
Bid #14-030426 - Water Wastewater Treatment Chemicals
Wednesday, March 11, 2026

Supplier	Liquid Sodium Hypochlorite	Corrosion Inhibitor	Liquid Sodium Hydroxide	Liquid Aluminum Sulfate
Trinity Mfg.	$ 423,000.00		**$ 235.563.80**	
C & S Chemicals				$ 840,350.00
USALCO LLC				$ 1,059,012.50
JCI Jones Chemicals Inc	**$ 333,000.00**		$ 252,050.00	
Brenntag Mid South	$ 391,500.00		$ 241,045.00	
Shannon Chemical Inc		$ 344,292.50		
AquaSmart, Inc*		$ 797,750.00		
Sterling Water Tech		**$ 308,595.00**		
ChemTrade				$ 819,770.00
Univar Solutions			$ 264,567.30	$ 855,219.05
Harcros Chemicals			$ 253,825.00	
Superb Solutions For You Inc				**$ 740,880.00**

*AquaSmart Inc. offering $130,192.80 SeaQuest Alternative to DabCoat Corrosion Inhibitor specified. Bid Documents have more detailed information.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Water Resources Department

COUNCIL AGENDA DATE: April 6, 2026

BID NO.: 14-030426 CONTRACT NO.: DATE OPEN: 3/4/2026

DESCRIPTION:

To contract with four (4) vendors for the purchase of water and wastewater treatment chemicals.

PURPOSE:

The City of High Point advertised for the purchase of water and wastewater treatment chemicals. The chemicals that were put out for bid were Aluminum Sulfate, Sodium Hydroxide, Corrosion Inhibitor, and Sodium Hypochlorite.

COMMENTS:

RECOMMEND AWARD TO: See the attached bid tabulation AMOUNT: $1,618,038.80

JUSTIFICATION:

The following vendors were the low bidders:
Aluminum Sulfate Superb Solutions for You Inc. $432.00 /Ton $740,880.00
Sodium Hydroxide Trinity Mfg./Oltrin Solutions $663.56 /Ton $235,563.80
Corrosion Inhibitor Sterling Water Technologies LLC $1,234.38 /Ton $308,595.00
Sodium Hypochlorite JCI Jones Chemicals $1.48 /Gallon $333,000.00

FUND	COST CENTER	GRANTS/PROJECTS	SPEND CATEGORY	ADDITIONAL WORKTAGS	BUDGETED AMOUNT
Water and Sewer	CC5200	7720	SC170		$320,371.68
Water and Sewer	CC5207	7720	SC170		$67,957.63
Water and Sewer	CC5206	7720	SC170		$1,229,709.49
TOTAL BUDGETED AMOUNT					$1,618,038.80

DEPARTMENT HEAD: AllisonKraft Digitally signed by AllisonKraft Date: 2026.03.18 15:27:03 -04'00' DATE: 3-18-2026

The Purchasing Division concurs with recommendation submitted by the Water Resources De **and recommends award to the lowest responsible, responsive bidder** See Jusification Sectic **in the amount of** $1,618,038.80 .

PURCHASING MANAGER: Candy E Harmon Digitally signed by Candy E Harmon Date: 2026.03.25 17:44:11 -04'00' DATE: 3.25.2026

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2026.03.26 10:59:16 -04'00' DATE: 3/26/26

Approved for Submission to Council

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

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Pressing Need Approval for Shore Street Roadway Repairs by P & S Grading, LLC**

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Picture
2. Quote

PURPOSE: To approve a pressing need to hire a utility contractor for roadway repairs on Shore Street.

BACKGROUND: A 12" water line break occurred on Shore Street on March 22, 2026. The water line break created significant damage to the roadway (see picture below). The roadway needed to be repaired as soon as possible for the neighboring businesses and large truck traffic. The necessary roadway and pavement repairs were beyond the scope of work that the City forces could perform. The Street Maintenance Division contacted numerous contractors for assistance, but only P & S Grading, LLC had the ability to immediately perform the work. Work was completed on March 30, 2026. The requested dollar amount for the pressing need has been adjusted based on actual material quantities incorporated into the repair.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a pressing need approval with P & S Grading, LLC, in the amount of $140,000 for roadway repairs on Shore Street and authorize the appropriate City Official(s) to execute all necessary documents.

STOP

P & S Grading, LLC

PO Box 16606
Greensboro, NC 27416
psgrading.com
Ph: 336-362-1818
Fax: 336-285-9776

QUOTE

DATE	3/24/2026
QUOTE #	32426
CUSTOMER ID	COHP
VALID UNTIL	CONFIRMATION

CUSTOMER

CITY OF HIGH POINT
ENGINEERING DEPARTMENT
HIGH POINT, NC 27265
attn: Joseph Holden, Caleb Friedenbach - Public Services Department

EMERGENCY REPAIR - CORPORATION DRIVE WATER MAIN

DESCRIPTION	Item Qty	Unit	Unit Price	AMOUNT
Work Includes: Mobilization.	1	LS	$3,000.00	$ 3,000.00
Sawcut, Remove, Haul off Existing Damaged Asphalt Pavement.	1,460	SYDS	$ 18.50	$ 27,010.00
Re-grade, Compact Existing Subgrade.	1,460	SYDS	$ 5.00	$ 7,300.00
Furnish, Haul, Place, Compact Incidental Stone Base if Needed.	100	TONS	$ 85.00	$ 8,500.00
Furnish, Haul, Place, Compact 3" Asphalt Black Base B25.0C.	250	TONS	$ 180.00	$ 45,000.00
Furnish, Haul, Place, Compact 2" Asphalt Surface Course type S9.5C.	165	TONS	$ 190.00	$ 31,350.00
			TOTAL	$ 122,160.00
Note:				
Quote based on unit prices. Work to be invoiced for actual quantities placed				
upon completion of work. Based on March 2026 FOB asphalt price to be adjuste				
if increased when work is performed.				
Borrow material in place for unsuitable subgrade $50.00/cubic yard if required.				
Manholes & Valve Boxes adjustment price $750.00 each if required.				

TERMS AND CONDITIONS

Not Included: Permits,Testing, Undercut Unsuitable Subgrade, Traffic Control, Anything Not Mentioned Above.

Customer Acceptance (sign below):

x _____

Print Name:

TOTAL $122,160.00

If you have any questions about this price quote, please contact
Pam Sharpe (336)430-1239

Thank You For Your Business!

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Pressing Need Approval for Westside Wastewater Treatment Plant Rental Generator Services by Carolina CAT**

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Invoice #1
2. Invoice #2

PURPOSE: To approve the pressing need for a rental emergency power generator at the Westside WWTP (Wastewater Treatment Plant). The rental generator was provided through Carolina CAT (Sourcewell Contract #092222).

BACKGROUND: The emergency power generator for the Westside WWTP failed during a power interruption on April 5, 2025. Carolina CAT was brought in to repair the unit and determined that it could not be immediately repaired, and a rental generator was brought to the wastewater treatment plant for emergency backup power. North Carolina State Law requires wastewater treatment plants to have emergency power backup. There was a significantly long lead time on the replacement parts for the permanent unit, and the rental generator was onsite from April 6, 2025, until all parts were delivered, and the permanent generator was repaired and returned to emergency-only service on March 4, 2026. The total rental billing cost for the ten (10) months is $311,546.33.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a pressing need approval with Carolina CAT, in the amount of $311,546.33 for a rental emergency power generator at the Westside WWTP and authorize the appropriate City Official(s) to execute all necessary documents.

Carolina CAT THE CAT Rental STORE HYDRAULICS EXPRESS H PRIME SOURCE Parts and Equipment SITECH

6

SOLD TO CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

SHIP TO
1044 W BURTON RD
THOMASVILLE, NC 27360
LAT/LONG: +35.937723 -80.109011

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
GG10461	03-25-26	401611		EG	E	751	2	1

PSO/ WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	INV SEQ NO.
GG10461	03-19-26	1E	1I	1E		2

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO.
AA	3516	*CAT00000CFDN01290*	WESTSIDE		E03-186

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

SUPPLY AND INSTALL GENERATOR

SEPTEMBER-FEBRUARY RENTAL
****SOURCEWELL DISCOUNT APPLIED****

1.00	GENERATOR RENTAL		27260.56
1.00	GENERATOR RENTAL		27260.56
1.00	GENERATOR RENTAL		27260.56
1.00	GENERATOR RENTAL		27260.56
1.00	GENERATOR RENTAL		27260.56
1.00	GENERATOR RENTAL		27260.56
1.00	GENERATOR RENTAL		27260.56
	TOTAL MISC CHGS	SEG. 02	190823.92 *
	SEGMENT 02 TOTAL		190823.92 T

STATE TAX - NORTH CAROLINA		9064.13 T
COUNTY TAX - DAVIDSON		4293.54 T
	TAX SUBTOTAL	13357.67 T

TERMS: MACHINERY & EQUIPMENT-NET CASH; RENTAL-DUE UPON RECEIPT; PARTS & SERVICE NET 10TH PROX

To speak with our Credit Department please call 704-596-8880.

A 1.5% service charge per month will be assessed on all past due amounts.

PLEASE REMIT TO: P.O. BOX 75054, CHARLOTTE, NC 28275-0054

*** * * NO CASH DISCOUNTS * * ***

- NO CREDIT ALLOWED ON PARTS RETURNED UNLESS INVOICE NUMBER IS FURNISHED
- CLAIMS FOR SHORTAGES MUST BE MADE WITHIN TEN (10) DAYS
- RETURNS SUBJECT TO HANDLING CHARGES
- ITEMS NOT SHOWN ARE BACKORDERED
- SEE REVERSE SIDE FOR WARRANTIES

PAY THIS AMOUNT	204181.59
AMOUNT CREDIT	

NO CREDIT ALLOWED AFTER 60 DAYS

* NOT RETURNABLE

Carolina CAT THE CAT Rental STORE HYDRAULICS EXPRESS H PRIME SOURCE Parts and Equipment SITECH

6

SOLD TO CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

SHIP TO
1044 W BURTON RD
THOMASVILLE, NC 27360
LAT/LONG: +35.937723 -80.109011

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
GC21481	03-25-26	401611		EG	E	751	2	1

PSO/ WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	INV SEQ NO.
GC21481	04-07-25	1E	1I	1E		2

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO.
AA	3516	*CAT00000CFDN01290*	WESTSIDE		E03-186

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

CHECK GENERATOR SET

APRIL - JUNE RENTAL

COMPLAINT:

CAUSE:

CORRECTION:

8775_4/5/25
HELP LONNIE TO CHECK TO SEE WHY GEN SHUTDOWN. WE
TOOK OFF THE FAN GAURD AND FOUND THE PULL
ASSEMBLEY AND BELT GUIDE WAS DAMANGE AND NEED TO
BE REPLACE. LONNIE INFORM THE OFFICE THAT THE
CUSTOME WILL NEED A RENTAL GEN.

8775_10/1/25
HELP WITH REMOVING WIRES AND DISCONNECT THE BARREL
FROM THE GEN

8775_10/2/25
HELP DISCONNECT WIRES ON BARREL AND TARP THE
ENCLOSURE WHERE THE WALL WAS REMOVED.

TERMS: MACHINERY & EQUIPMENT-NET CASH; RENTAL-DUE UPON RECEIPT; PARTS & SERVICE NET 10TH PROX

To speak with our Credit Department please call 704-596-8880.

A 1.5% service charge per month will be assessed on all past due amounts.

PLEASE REMIT TO: P.O. BOX 75054, CHARLOTTE, NC 28275-0054

*** * * NO CASH DISCOUNTS * * ***

- NO CREDIT ALLOWED ON PARTS RETURNED UNLESS INVOICE NUMBER IS FURNISHED
- CLAIMS FOR SHORTAGES MUST BE MADE WITHIN TEN (10) DAYS
- RETURNS SUBJECT TO HANDLING CHARGES
- ITEMS NOT SHOWN ARE BACKORDERED
- SEE REVERSE SIDE FOR WARRANTIES

PAY THIS AMOUNT	CONT'D
AMOUNT CREDIT	

NO CREDIT ALLOWED AFTER 60 DAYS

* NOT RETURNABLE

Carolina CAT THE Rental STORE HYDRAULICS EXPRESS PRIME SOURCE Parts and Equipment SITECH

SOLD TO CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

SHIP TO
1044 W BURTON RD
THOMASVILLE, NC 27360
LAT/LONG: +35.937723 -80.109011

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
GC21481	03-25-26	401611		EG	E	751	2	2

PSO/ WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.
GC21481	04-07-25	1E	1I	1E			2

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO.
AA	3516	*CAT00000CFDN01290*	WESTSIDE		E03-186

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION
			* * * PROFORMA INVOICE * * *		
			SOURCEWELL DISCOUNT		
			EPG PM LABOR		4385.50
			TOTAL LABOR SEG. 01		4385.50 *
1.00			GENERATOR RENTAL		28178.56
1.00			GENERATOR RENTAL		27260.56
1.00			GENERATOR RENTAL		27260.56
1.00			MISC HARDWARE		548.17
			TOTAL MISC CHGS SEG. 01		83247.85 *
			SEGMENT 01 TOTAL		87633.35 T

INSTALL GENERATOR SET

COMPLAINT:

CAUSE:

CORRECTION:

TERMS: MACHINERY & EQUIPMENT-NET CASH; RENTAL-DUE UPON RECEIPT; PARTS & SERVICE NET 10TH PROX

To speak with our Credit Department please call 704-596-8880.

A 1.5% service charge per month will be assessed on all past due amounts.

PLEASE REMIT TO: P.O. BOX 75054, CHARLOTTE, NC 28275-0054

*** * * NO CASH DISCOUNTS * * ***

PAY THIS AMOUNT	CONT'D
AMOUNT CREDIT	

- NO CREDIT ALLOWED ON PARTS RETURNED UNLESS INVOICE NUMBER IS FURNISHED
- CLAIMS FOR SHORTAGES MUST BE MADE WITHIN TEN (10) DAYS
- RETURNS SUBJECT TO HANDLING CHARGES
- ITEMS NOT SHOWN ARE BACKORDERED
- SEE REVERSE SIDE FOR WARRANTIES

NO CREDIT ALLOWED AFTER 60 DAYS

*NOT RETURNABLE

Carolina CAT THE Rental STORE HYDRAULICS EXPRESS PRIME SOURCE Parts and Equipment SITECH

21

SOLD TO CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

SHIP TO
1044 W BURTON RD
THOMASVILLE, NC 27360
LAT/LONG: +35.937723 -80.109011

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
GC21481	03-25-26	401611		EG	E	751	2	3

PSO/ WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.
GC21481	04-07-25	1E	1I	1E			2

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO.
AA	3516	*CAT00000CFDN01290*	WESTSIDE		E03-186

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

8775_4/5/25 & 4/6/25
ONCE WE CONFIRM THE RENTAL WILL BE COMING. WE BEGAN DISCONNECT THE CABLE TO THE STANDBY GEN. THE RENTAL WAS DELIVER AND WE CONNECT THE RENTAL TO THE SWITCHGEAR WIRING. PLEASE NOTE THE SITE IS 12.47KV AND HAD TO USED HIGH VOLTAGE PHASE TESTER AND ROTATE TO CONFIRM VOLTAGE. BECASUE THE UTILTY IS 12.9KV WE HAD TO INCEASE THE RENTAL VOLTAGE TO 505 TO MATCH DURING TRANSFER. RENTAL GEN IS INSTALL AND READY FOR USED.

SOURCEWELL DISCOUNT APPLIED

	EPG PM LABOR		12664.25
	TOTAL LABOR	SEG. 02	12664.25 *
1.00	FLAT WASHERS (50		43.28
	TOTAL MISC CHGS	SEG. 02	43.28 *
	SEGMENT 02 TOTAL		12707.53 T

TERMS: MACHINERY & EQUIPMENT-NET CASH; RENTAL-DUE UPON RECEIPT; PARTS & SERVICE NET 10TH PROX

To speak with our Credit Department please call 704-596-8880.

A 1.5% service charge per month will be assessed on all past due amounts.

PLEASE REMIT TO: P.O. BOX 75054, CHARLOTTE, NC 28275-0054

*** * * NO CASH DISCOUNTS * * ***

PAY THIS AMOUNT	CONT'D
AMOUNT CREDIT	

- NO CREDIT ALLOWED ON PARTS RETURNED UNLESS INVOICE NUMBER IS FURNISHED
- CLAIMS FOR SHORTAGES MUST BE MADE WITHIN TEN (10) DAYS
- RETURNS SUBJECT TO HANDLING CHARGES
- ITEMS NOT SHOWN ARE BACKORDERED
- SEE REVERSE SIDE FOR WARRANTIES

NO CREDIT ALLOWED AFTER 60 DAYS

* NOT RETURNABLE

Carolina CAT THE Rental STORE HYDRAULICS EXPRESS PRIME SOURCE Parts and Equipment SITECH

SOLD TO CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261-0230

SHIP TO
1044 W BURTON RD
THOMASVILLE, NC 27360
LAT/LONG: +35.937723 -80.109011

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
GC21481	03-25-26	401611		EG	E	751	2	4

PSO/ WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.
GC21481	04-07-25	1E	1I	1E			2

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO.
AA	3516	*CAT00000CFDN01290*	WESTSIDE		E03-186

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

STATE TAX - NORTH CAROLINA		4766.19 T
COUNTY TAX - DAVIDSON		2257.67 T
	TAX SUBTOTAL	7023.86 T

TERMS: MACHINERY & EQUIPMENT-NET CASH; RENTAL-DUE UPON RECEIPT; PARTS & SERVICE NET 10TH PROX

To speak with our Credit Department please call 704-596-8880.

A 1.5% service charge per month will be assessed on all past due amounts.

PLEASE REMIT TO: P.O. BOX 75054, CHARLOTTE, NC 28275-0054

*** * * NO CASH DISCOUNTS * * ***

PAY THIS AMOUNT	107364.74
AMOUNT CREDIT	

- NO CREDIT ALLOWED ON PARTS RETURNED UNLESS INVOICE NUMBER IS FURNISHED
- CLAIMS FOR SHORTAGES MUST BE MADE WITHIN TEN (10) DAYS
- RETURNS SUBJECT TO HANDLING CHARGES
- ITEMS NOT SHOWN ARE BACKORDERED
- SEE REVERSE SIDE FOR WARRANTIES

NO CREDIT ALLOWED AFTER 60 DAYS

* NOT RETURNABLE

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Sole Source Contract with Environmental Systems Research Institute, Inc.**

FROM:
Adam Ward
Information Technology Services Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. DRAFT Agreement for Services
2. Sole Source Justification Form

PURPOSE: Approval of a three-year contract with Environmental Systems Research Institute, Inc.(Esri) for ArcGIS software and training.

BACKGROUND: Esri provides ArcGIS, which the City uses to support mapping and geospatial services for residents and staff across departments. Renewing this agreement maintains reliable GIS capabilities that support day-to-day operations, service planning, and public access to location-based information. Annual costs are $78,820.00 in Year 1, $118,661.00 in Year 2, and $96,200.00 in Year 3, for an overall three-year contract amount of $293,681.00. Year 2 reflects a 15-month prorated period in the quote schedule.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source contract with Environmental Systems Research Institute, Inc. in the amount of $293,681 for a three-year period for ArcGIS software and training and authorize the appropriate City Official(s) to execute all necessary documents.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made on May 4, 2026 (the "**Effective Date**"), by and between the City of High Point, a North Carolina municipal corporation (the "**City**"), and Esri, Inc., a(n) California corporation ("**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 $293,681.00.

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 delays, 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 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. <u>The City's Responsibilities.</u>

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, systems, 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 to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement (the "**Term**") 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) Worker's 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 insurance providers (collectively, "**Losses**") arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of 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 all 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.8**, **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 to 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 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, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) 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 High Point
Purchasing Department
P.O. Box 230
High Point, 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 in writing, 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 withhold amounts 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 all 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]

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

The City:

CITY OF HIGH POINT

By: _____

Name: Tasha Logan Ford

Title: City Manager

Preaudit Certificate

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

_____

Bobby Fitzjohn, Finance Officer

Service Provider:

ESRI, INC.

By: _____

Name: _____

Title: _____

Service Provider's address for notices:

_____

Attn: Jessie White

EXHIBIT A

to

AGREEMENT FOR SERVICES

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and Schedule

(See attached)

Quotation # Q-566387

Date: February 4, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 373424 Contract # ENTERPRISE AGREEMENT

City of High Point
Geographic Information Services
211 S Hamilton St Rm 103
High Point, NC 27260-5232

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/28/2026 To: 4/28/2026

ATTENTION: Thomas Tricot
PHONE: 336.883.3250
EMAIL: tom.tricot@highpointnc.gov

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	$73,500.00	$73,500.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription (5/4/2026 – 5/3/2027)				
193207	1	Year 2	$113,061.00	$113,061.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription (5/4/2027 – 8/3/2028)				
193207	1	Year 3	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription (8/4/2028 – 8/3/2029)				
174382	5		$1,064.00	$5,320.00
Esri Training Pass per Day (Year 1)				
174382	5		$1,120.00	$5,600.00
Esri Training Pass per Day (Year 2)				
174382	5		$1,180.00	$5,900.00
Esri Training Pass per Day (Year 3)				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Quotation # Q-566387

Date: February 4, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 373424 Contract # ENTERPRISE AGREEMENT

City of High Point
Geographic Information Services
211 S Hamilton St Rm 103
High Point, NC 27260-5232

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/28/2026 To: 4/28/2026

ATTENTION: Thomas Tricot
PHONE: 336.883.3250
EMAIL: tom.tricot@highpointnc.gov

Subtotal:	$293,681.00
Sales Tax:	$18,688.12
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$312,369.12

Upon acceptance of the offer, the City of High Point agrees to commit to the three-year term. Esri will invoice the City of High Point for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Year 1: 12 months (5/4/2026 – 5/3/2027) *Ramped Cost

Year 2: 15 months (5/4/2027 – 8/3/2028) *Prorated Standard Cost

Year 3: 12 months (8/4/2028 – 8/3/2029)

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-4)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years and three (3) months; May 4, 2026 - August 3, 2029

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of High Point
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

EXHIBIT B

to

AGREEMENT FOR SERVICES

Certificate(s) of Insurance

(See attached)

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: Esri

Item(s): License Agreement and Training

Justification:

Esri provides ArcGIS, which the City uses to support mapping and geospatial services for residents and staff across departments. Renewing this agreement maintains reliable GIS capabilities that support day-to-day operations, service planning, and public access to location-based information. The quote was issued under Esri's GSA contract. Annual costs are $78,820.00 in Year 1, $118,661.00 in Year 2, and $96,200.00 in Year 3, for an overall three-year contract amount of $293,681.00. Year 2 reflects a 15-month prorated period in the quote schedule.

Estimated expenditure for the above item(s): $293,681.00

Accounting Unit and Account(s): CC6504

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. (***Attach Company's Letterhead)*
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: Adam Ward — Digitally signed by Adam Ward Date: 2026.03.12 13:59:55 -04'00'

Department/Division: IT Services Date: 3/12/26

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council ($30,000 – Up)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with Osmose Utilities Services, Inc.**

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. DRAFT Agreement for Services
2. Assessment Methodology Presentation

PURPOSE: To perform inspection, testing, and preventative maintenance services for steel transmission poles on the City's 100kV transmission network.

BACKGROUND: Structural pole testing is a process that we have used on our electric distribution system, and now will be inspecting, treating and re-coating our steel transmission poles on our 100kV network. Osmose Utility Services, Inc. will inspect, excavate around the structure groundline to test galvanized coatings, and recoat our poles. There are 168 steel poles being inspected, treated and recoated under this scope.

The department is recommending that this contract for services via Electricities of NC Joint Purchasing be awarded to Osmose Utilities Services, Inc.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Osmose Utilities Services, Inc. in the amount of $195,364.87 for steel transmission pole inspections and testing and authorize the appropriate City Official(s) to execute all necessary documents.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made on April 7, 2026 (the "**Effective Date**"), by and between the City of High Point, a North Carolina municipal corporation (the "**City**"), and Osmose Utilities Services, Inc., a(n) Delaware corporation ("**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 supervision, labor, tools, equipment, and materials necessary or required for 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 $195,364.87.

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.

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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 and agreed to by Service Provider. Service Provider agrees to provide progress reports regarding its performance of the Services in a format reasonably acceptable to the City and at reasonable 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 delays, 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. Intentionally omitted.

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 specifically for the City 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 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 and mutually agreed between the parties.

11. Upon request, Service Provider shall, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the "**Designated Representative**"). 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.

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, systems, 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 to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement (the "**Term**") will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services and Service Provider's receipt of payment in full therefor from the City, 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 bi-weekly basis. Each Invoice shall reference this Agreement. The City shall have five (5) calendar days from the City's receipt of an Invoice to report any concerns or disputes about the Invoice to Service Provider and shall pay the undisputed portion of the invoice when due. 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 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 for the purpose of confirming the amount due to Service Provider at the Service Provider's office during the Term and for five (5) years from the date of final performance. Provided, however, if Service Provider's office is not located in North Carolina, Service Provider shall make such materials available for the City's audit or inspection at the City's office.

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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) Worker's 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

2. If applicable, Errors and Omissions/Professional Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

3. 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) except for the Worker's Compensation, Employer's Liability, and Errors and Omissions/Professional Liability policies, name the City as additional insured. The City's status as additional insured shall only apply to the negligent act or failure to act by Service Provider.

4. 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).

5. Prior to commencement of the Services, Service Provider shall provide 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 (collectively, "**Losses**") caused by:

(a) bodily injury, death of any person, or damage to real or tangible, personal property caused by the fraudulent, or negligent acts or omissions, or willful misconduct of Service Provider or its Personnel. In the event of joint and concurrent negligence between Service Provider and the City, each party shall be responsible for the percentage of negligence attributed to it by agreement between the parties or in a court of competent jurisdiction, provided, however, that nothing in this **Section VI.B** shall be construed as waiving the City's governmental immunity.

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. If this Agreement is terminated by the City pursuant to this **Section VII.A**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

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 all 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.8**, **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. 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 industry standards applicable to the Services performed by Service Provider 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 one (1) year from performance of the Services.

D. Confidential Information. Each Party (a "Receiving Party") agrees: (a) not to disclose or otherwise make available Confidential Information of the other Party (a "Disclosing Party) received hereunder to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party 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, including complying with North Carolina public records laws, including but not limited to N.C. Gen. Stat. § 132.1, *et seq.*; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide: (x) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the Disclosing Party'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, Receiving Party remains required by law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about the Disclosing Party'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 Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Receiving Party; (c) is developed by Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. Each of the foregoing (a)-(d) is an "Exclusion". Notwithstanding anything to the contrary herein, the City shall not be restricted from complying with its obligations under North Carolina public records laws, and the City's good faith efforts to comply with North Carolina public records laws will not violate any terms of this Agreement, including but not limited to this **Section VIII.D**.

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 to 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 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, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) 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 High Point
Purchasing Department
P.O. Box 230
High Point, 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, with the exceptions of information meeting an Exclusion in Section VIII.D. 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 in writing, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall 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 all necessary and appropriate action to execute this Agreement on behalf of Service Provider and does so with full legal authority.

O. Waiver of Consequential Damages. In no event shall either Party be liable to the other for any consequential, incidental, indirect, special, exemplary, liquidated, or punitive damages, arising out of the performance of this Agreement.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

The City:

CITY OF HIGH POINT

By: _____

Name: Eric Olmedo

Title: Assistant City Manager

Preaudit Certificate

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

_____

Bobby Fitzjohn, Finance Officer

DRAFT

Service Provider:

OSMOSE UTILITIES SERVICES, INC.

By: _____

Name: _____

Title: _____

Service Provider's address for notices:

_____

Attn: Nick Fusaro

DRAFT

EXHIBIT A

to

AGREEMENT FOR SERVICES

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and Schedule

(See attached)

DRAFT

February 27, 2026

Mr. Tyler Berrier
Electric Utilities Director
City of High Point
211 South Hamilton
High Point, NC 27261

RE: REVISED STEEL STRUCTURE SERVICES PRICING PROPOSAL - 2026

Dear Mr. Berrier:

Osmose is submitting the following proposal for your approval and acceptance. This proposal supersedes and replaces the proposal dated December 31, 2025.

We have included Exhibit A, as this is an integral part of this proposal that outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal shall include Exhibit A, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract.

We look forward to working with you on this important project. If this proposal is acceptable, *please sign and return the attached Acceptance of Proposal* so we can schedule crews to begin this project.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Nick Fusaro at (774) 328-1487.

Sincerely,

Anthony G. Matt, P.E.
Vice President-Commercial Operations

Attachment
AGM/kd

C: File

SCHEDULE 1
Effective 2/27/2026 - 12/31/2026

ITEM NO.	DESCRIPTION	PRICE/UNIT	# OF UNITS	NET PRICE
1	VIS REPORT PER STR- NO ACCESS	$ 42.07		$ -
2	ABOVE GRADE STR INSPECT	$ 51.41	168	$ 8,636.88
3	WOOD POLE VISUAL REPORT	$ 53.23		$ -
4	LINEAR EXC 1D X 1W PER LF	$ 63.87		$ -
5	EXC POLE - DB (UP TO 75CIRC)	$ 334.38	127	$ 42,466.26
6	EXC POLE - DB (ADD 12CIRC)	$ 54.59	13	$ 709.67
7	EXC RISER POLE	$ 63.87		$ -
8	EXC GUY ANCHOR - DB	$ 85.07	15	$ 1,276.05
9	PREP-INSP POLE- DB TO 75CIRC	$ 254.36	127	$ 32,303.72
10	PREP-INSP POLE- DB ADD12	$ 116.01	13	$ 1,508.13
11	PREP-INSP GUY ANCHOR - DB	$ 44.95	15	$ 674.25
12	PREP-INSP ANCHOR BOLT PER BOLT	$ 21.29	302	$ 6,429.58
13	PREP-WAX TAPE PER BOLT	$ 29.57	302	$ 8,930.14
14	COAT PER POLE - DB TO75CIRC	$ 471.12	127	$ 59,832.24
15	COAT PER POLE - DB ADD12	$ 80.52	13	$ 1,046.76
16	ADD COAT POLE-PER VERT FT TO75	$ 142.43	41	$ 5,839.63
17	ADD COAT POLE-PER VERT FT 12	$ 51.40		$ -
18	PREP-WAX TAPE GUY ANCHOR	$ 98.18	15	$ 1,472.70
19	PREP-INSP POLE-CONC (TO 75CIRC	$ 214.07	41	$ 8,776.87
20	PREP-INSP POLE-CONC (ADD12CIRC	$ 80.52	28	$ 2,254.56
21	COAT PER POLE-CONC (TO75CIRC)	$ 276.19	41	$ 11,323.79
22	COAT PER POLE-CONC (ADD12)	$ 52.91	28	$ 1,481.48
23	CLEAR BRUSH PER 15 MIN	$ 50.27	8	$ 402.16
24	DE-WATER PER HR	$ 405.12		$ -
25	COFFER DAM - SMALL	$ 1,744.68		$ -
26	COFFER DAM - LARGE	$ 3,311.93		$ -
27	LEAD/ACM TEST PER TEST	$ 76.88		$ -
28	IMPORT SOIL/SEED/STRAW PER STR	$ 369.75		$ -
29	HRLY RATE- FOREMAN & EQUIP	$ 175.24		$ -
30	HRLY RATE- CREWMEMBER	$ 83.04		$ -
			Total Estimated Project Cost	**$ 195,364.87**

Pricing Notes

Clear Brush or Brush Clearing: This line item is used for accessing the structure for inspection purposes only. This does not constitute as clearing wildfire fuel and is not intended to replace or complement the structure owner's vegetation management program, which remains the responsibility of the owner.

Hourly Rates: Osmose is submitting prices for hourly rates for your convenience. These prices would apply for any work that Customer would request outside the scope of this proposal. These rates will not be utilized without prior approval from Customer. Submitting these prices in our proposal at this time will avoid future administrative delays and allow our crews to respond to your special requests in a more efficient and timely manner.

Total Estimated Project Cost: The total estimated project cost is based on projected usage of billable units in the price schedule. Actual project cost may vary from the estimated project cost resulting from field conditions at the time the work is performed.

Invoicing: Osmose will provide Customer with a detailed invoice bi-weekly, outlining the number of billable items and the amount due. The invoice will additionally include any applicable state-required taxes for completed work unless Customer can provide a valid exemption certificate. Payment is to be made according to the agreed-upon payment terms. If Customer disputes any item on the invoice, they must notify Osmose in writing within five (5) days of receiving the invoice. Customer shall pay the undisputed portion of the invoice by the due date specified.

Market Based Adjustment: If during the term of this proposal unforeseen economic conditions (including but not limited to, fuel and raw material price increases, energy, government or regulatory charges, pandemic, etc.) change Osmose's cost of providing products and or services to Customer, Osmose may increase its rates and charges or impose applicable surcharges to cover such increased costs, provided Osmose presents satisfactory documentation of such increases.

Basis for Pricing: Pricing is based on the defined scope of work, structure density, and conditions affecting inspection tasks, considering factors such as age, inclusion of foreign owned structures, treatment/coating routines, and other relevant assumptions. Any changes to these assumptions and information shared by Customer in the pricing estimation process will be reviewed and changes managed through a formal change order process.

ACCEPTANCE OF PROPOSAL

To accept the attached proposal as written and authorize the work to be performed, sign and return this page via email to OsmoseContracts@Osmose.com. This price proposal is valid for 90 calendar days from the date of the proposal.

SIGNATURES

We hereby accept the attached proposal as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under the General Services Agreement dated June 4, 2021.

AUTHORIZED SIGNATURE	
PRINTED NAME	
DATE	
COMPANY NAME	City of High Point

OSMOSE CONTACT

If you have any questions or would like to discuss this proposal in more detail, please contact:

NAME	Nick Fusaro
TITLE	Director Business Development
PHONE	(774) 328-1487
JOB #	1051564
PROJECT DESCRIPTION	REVISED STEEL STRUCTURE SERVICES - 2026

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1.0 GENERAL

1.1 Contract Definitions

Customer: **City of High Point**

Contractor: **Osmose Utilities Services, Inc.**

1.2 Scope

This specification defines the assessment of steel transmission Structures to determine the extent of corrosion and/or other potential damage.

Where applicable, direct buried Structures will be excavated for assessment while Structures on concrete will receive a rudimentary evaluation as detailed further herein.

Mitigation efforts including the application of coatings, cathodic protection, and other mitigation will consist of those measures approved by the Customer as described in the attached appendices.

1.3 Contractor Requirements

The Contractor shall furnish all supervision, labor, tools, equipment, reports, forms, transportation, and incidentals necessary for the assessment and classification of all steel Structure foundations included. Customer will furnish as-built Structure drawings, Structure type information, foundation type information, ages, and coordinates for all Structures included in the scope.

The Contractor is required to have a minimum of 10 years' experience in assessment, corrosion mitigation, and restoration of steel structures.

All tools, methods and analytical systems shall remain the confidential intellectual property of the Contractor.

1.4 Workmanship and Damages

All work shall be performed in a professional manner in accordance with this specification and all applicable Federal and State regulations. The Contractor shall, at all times, exercise care to limit personal injury and property damage relevant to the work performed as part of the project.

Structure Owners should be aware that site conditions where these Structures are typically located are not static. As such, when evaluating steel and concrete, there are variables affecting the environment for which the Contractor has no control. These include the quality of original construction materials, the effectiveness or lack of originally applied protection, soil and climate conditions, environmental pollution, as well as insect activity, animal damage, or lightning damage occurring or resuming after the time of assessment. For these and other reasons, the present art of assessing steel Structures, concrete foundations (where applicable), and equipment have limitations even with highly trained field personnel using electronic instrumentation and may not identify all corrosion conditions or degradation at the time of assessment.

The Structure Owner acknowledges that the Contractor cannot in any way assume responsibility for damage or injuries caused by factors or variables outside of the Contractor's control. Structure Owner acknowledges that the work provided hereunder is limited to a visual assessment and environmental readings with minimal physical measurements only and may not find all corrosion or defective conditions applicable to the Structure and associated equipment. Structural Condition Ratings described in the appendix are estimates based on extensive experience, data analysis, and industry standards.

More specific information follows herein which should be acknowledged and accepted by the Customer and those who work on or near transmission, distribution, and other outside plant facilities. In the event the language contained within this section is contrary to a Master Service Agreement the language contained herein has controlling authority over this work.

1.5 Warranty

Unless otherwise noted in the Contract or Purchase Order, Contractor warrants for a period of one (1) year from the date of inspection that the Workmanship shall conform to the Contract Documents or Owner's specification and shall have been performed with ordinary skill and care.

Materials included in the project are not warranted by Osmose and should be addressed by their respective manufacturers or suppliers.

1.6 Quality Control

A quality control assessment is comprised of a field review of the data by the foreman at each Structure, followed by an engineering review of the raw data before compilation for the summary report. In cases where the Structure fails the QC controls, the Structure will be reassessed.

- Discrepancies and Corrective Action

  Any serious errors identified by the Customer will be brought to the attention of the Contractor. Corrective action will be taken by the Contractor to remedy the situation.

- Final Assessment

  The Customer shall verify that all aspects of the work outlined per the specification have been completed in full. Field reports, including discovered problems, shall be documented and kept by both the Contractor and the Customer representatives. Work not reviewed by the Customer within ten (10) days of completion shall be deemed acceptable.

1.7 Waste Disposal

All equipment, surplus materials, and waste resulting directly from the outlined job will be collected and removed following completion of the job. Proper disposal of these materials shall be the responsibility of the Contractor.

2.0 EVALUATION

2.1 Corrosion Assessment

Corrosion activity at each site will be determined through a Weighted Decision Method developed by Osmose utilizing existing standard industry methods to categorize the level of the overall corrosion potential. This method is based upon instrument readings relative to specific site condition indicators which affect corrosion activity. Each factor has a conformance level that is summed to achieve an overall ranking score which has a direct correlation to corrosion within that cell.

2.2 Structural Assessment

The overall evaluation of corrosion severity relative to the Structure will be determined through the visual assessment and direct physical measurement of Tower legs or Pole flats to determine actual section loss. Structures will be assessed and categorized according to the information detailed in the assessment appendix.

2.3 Concrete Foundation Assessment

Where applicable, concrete foundations will be evaluated by means of a visual assessment and rudimentary hammer impact testing. Foundations that show negligible effects from the hammer impact points will require no further testing unless otherwise required by the Customer. Impact points that reveal flaking concrete and/or exposes coarse aggregate and/or steel reinforcing will require further investigation into the condition and strength of the concrete.

2.4 Anchor Bolt Assessment

The overall evaluation of corrosion severity relative to the anchor bolts will be determined through the visual assessment and measurement of all anchor bolts' original diameter in comparison to the effective diameter to determine actual section loss. Structures will be assessed and prioritized according to the anchor bolts' condition category as described herein.

2.5 Guy Anchor Assessment

Where applicable, the overall evaluation of corrosion severity relative to the guy anchors will be determined through the visual assessment and measurement of the guy anchor's original cross section in comparison to the remaining to determine actual effective section loss. Structures will be assessed and prioritized according to the condition category as described herein.

3.0 PROTECTION

3.1 General

All accessible Structures will be evaluated for corrective action to help reduce the advent of corrosion and/or to help alleviate further corrosion from taking place. Measures to mitigate corrosion on these Structures will be limited to only those deemed necessary by the Customer as detailed herein.

3.2 Coatings

Coatings are the primary method for any corrosion protection system because they encapsulate surfaces from exposure to their environment, which can greatly reduce corrosion.

Structures that meet Customer approved condition guidelines are recommended to be coated with a protective coating material as detailed in the attached coatings appendix.

3.3 Cathodic Protection

Cathodic protection (CP) is an advanced secondary means of corrosion protection. CP is typically installed to support coatings in protection against corrosion activity. CP effectively transfers the corrosion activity taking place on the Structure being protected to sacrificial anodes.

Structures identified as being at risk for aggressive corrosion activity and meet Customer approved assessment guidelines are recommended to be coated with a protective coating material as detailed in the attached CP appendix.

4.0 TAGGING

All assessed steel Structures shall be marked with a weatherproof tag to identify the work performed, Contractor, and year, similar to the designations shown in the following examples. The tagging scheme used by the Contractor must be reviewed with the Customer's representative and approved prior to use. Contractor shall supply tags.

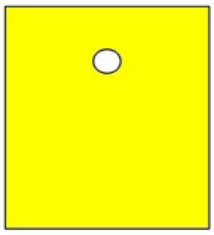
Typical tag placement will be approximately 5′ to 6′ above groundline and affixed with a small amount of construction adhesive, or similar. Placement will be under the manufacturer ID plate, or other uniform Structure identification area. If no plate or similar area exists, the tag will be placed on Pole flat #1 or Tower leg 1 as determined by advance agreement with the Customer. If the Structure has been previously assessed, the new tag will be placed directly below the existing tag(s).

The following illustrations show the types of "tags" used. It is important that the proper tag be used on every Structure that is assessed.

Assessment Tag

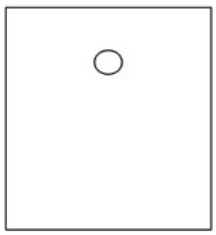
The round tag represents a full assessment as identified in the project specification and should be placed on the Structure according to the following guidance.

Reject Tag



One yellow square tag is used to identify a Structure in need of restoration and should be placed on the Structure according to the previous guidance.

Priority Tag



One white square tag is used to denote that the Structure is a priority and in need of expedited follow up. These are only to be used if the Structure identified as a priority at the time of assessment. If not, then a yellow square tag should be applied.

Note: The field tags as applied at the time of assessment may not always specifically denote the current condition. Further engineering assessment after the field assessment may alter the status of the Structure. Changes to the restoration status will be communicated directly to the Customer.

5.0 DATA DELIVERABLE

All information, data and images will be collected and entered in a handheld computer/tablet in the field. Data collection methods and models may change as necessary to accommodate project requirements. Data collection instruments and tools may also change, at Contractor's discretion, as project conditions warrant.

5.1 Images

Images of pertinent structural conditions, including corrosion, mechanical damage, right-of-way encroachment, conductor damage and/or other maintenance conditions, may be taken at the discretion of the Contractor's assessor for the purpose of visually communicating the extent of the Structure's condition to the Customer.

Note: Unless otherwise specified, image resolution will be 5 – 6 megapixels to maintain reasonable file size.

5.2 Data Delivery

Standard delivery of the data will include an Excel file of the data, a project-to-date summary, and all images as described above.

In addition, an executive level project summary describing overall project findings will be provided separately at the end of the project.

Other delivery formats are available if needed if the above does not cover your data delivery needs.

5.3 Online Data

Assessment data can be viewed with an online interactive data portal. The data is provided with an at-a-glance view of key performance indicators, including project information, next day preliminary data, completion, and financials, on a customizable dashboard. This provides the Customer with a centralized data access platform on which to review structure location and condition, as well as any work performed on the structure.

Structures identified during assessment as needing additional attention will be flagged, and the Customer shall have the ability to update the Structure status upon completion of work. The Customer shall have access to historic assessment data for a minimum of five (5) years from date of service.

5.4 Customer Acceptance of Data

Customer must notify Contractor of any data anomalies or formatting issues within 10 business days of data delivery. Data will be deemed accepted by the Customer if such notification is not received by Contractor within the specified time period.

6.0 JOB START INFORMATION

6.1 Required Circuit Information

- Circuit Map
- GPS locations, coordinates or similar for Structure location.
- Age of Structures
- Plan & Profile Blueprint
- As-Built Structure Drawings for each Structure Type
- Allowable Cross-Sectional Loss (%) if different from Contractor recommendations
- Current Coating or Protection System type (Coal Tar, Galvanizing, Cathodic Protection)
- Structure Access Authorization

6.2 Information Required from Customer

- Gate Keys
- GPS locations, coordinates or site plan of access gate locations
- Seasonal Issue Protocols (Crops, etc.)
- Flooding/ Tidal/ Wetland locations
- Government or Restricted Access Property
- Sensitive Customers
- Known Hazards or Hazardous Materials

Some of the information listed in this section may not be necessary to all projects and is only required as applicable.

Note that if the Customer cannot provide dimensional drawings for the proposed Structures, an additional engineering evaluation will be required prior to any restoration efforts.

7.0 ACCESS

When work is to be performed in close proximity to a home, or is behind locked gates or other impediments, the Contractor will make a single attempt to contact the property owner to advise them as to the nature of the work prior to commencement. Where applicable, denial will be indicated in the remarks column on the Structure report and the reason for the lack of assessment will be noted in the assessment data.

It is assumed that Structures will be readily accessible and brush removal will not be required. Where brush removal is required, it will be performed at applicable hourly rates, unless the property owner denies permission for removal. Brush clearing for assessment purposes does not constitute as clearing wildfire fuel and not intended to replace the Customer's vegetation management program.

Contractor will not assess or perform work on Structures inaccessible by Acts of Nature or by any causes beyond the control of Contractor.

Structures that are difficult to access due to swamp, water and other restrictions will require a follow-up visit and/or the use of special equipment. The use of special equipment may require additional charges and will be added to the total cost of the project.

8.0 PERMITS AND ENVIRONMENTAL STUDIES

The Customer will be responsible for conducting any environmental impact studies needed and obtaining required construction, land disturbance and other permits.

Additional costs associated with acquiring access to Structures on 3rd party restricted access property or at other Structure locations with restricted or limited access will be passed on to the Customer.

9.0 HAZARDOUS MATERIALS

As part of the preliminary project set up it is required that the Customer provide the Contractor with information regarding the potential existence of hazardous material either on the utility Structures or within the right of way. These would include but not be limited to the two most likely materials, Lead based paint and/or Presumed Asbestos Containing Materials (PACM) and Asbestos Containing Materials (ACM).

9.1 Lead

Lead based paint is the responsibility of the Customer. The Contractor is not liable for damages due to, or resulting from, existing lead-based paints.

The Customer is required to advise the Contractor as to the potential presence and location of all known lead-based paint in advance of the project start. This information will include the line name, location, and other pertinent details as available to allow Contractor to identify the affected areas. Upon verification of the presence of Lead, the Customer is responsible for undertaking effective remediation of all lead hazards necessary for the Contractor to safely proceed with its Work.

Notwithstanding the above, the Contractor may help the Customer manage the process to remediate the offending material as necessary to complete proposed Structure assessment and/or restoration work. This process may include, but not be limited to, field and lab testing to confirm the presence and concentration of Lead, specialized field remediation activities which may also include the utilization of third-party entities that specialize in analysis and/or remediation processes. The Customer shall be responsible for the costs associated with Lead testing and analysis.

The Lead remediation work associated with this project is NOT intended to fully eliminate the Lead hazard. Full abatement of the Lead hazard remains the responsibility of the Customer.

In the event the Contractor encounters Lead-based paint, other conditions or equipment and/or conditions not previously communicated by the Customer that may present a Lead exposure hazard to Contractor's employees performing the Work, all of Contractor's work in the suspected areas shall be discontinued until both parties agree on a course of action where the potential hazard and associated risk can be addressed appropriately. The Contractor will make reasonable effort so as not to disturb Lead upon its discovery.

Should the Customer decide to complete the remediation work on their own the Customer must provide the Contractor with copies of all remediation reports and testing results upon completion of the remediation as a precondition to the Contractor proceeding with the proposed assessment or restoration work. The Contractor reserves the right to conduct further confirmatory testing through an independent third party, at the Customer's expense, to ensure that all lead hazards have been remediated such that it is safe for Contractor's employees to proceed with the Work.

All remediation work must be performed in compliance with all local, state, and federal codes, including applicable OSHA and environmental regulations. The Customer is responsible for all costs and expenses associated with the remediation and any follow-up testing.

The Customer shall, to the fullest extent permitted by law, defend, hold harmless, and indemnify the Contractor for any damages, claims, losses, injuries, suits, costs, expenses, and attorney's fees arising out of or related to the presence, testing, or remediation of lead-based paint and the Customer's acts or omissions in the performance of any of the Customer's obligations set forth herein.

9.2 Asbestos

Presumed Asbestos Containing Material (PACM) and Asbestos Containing Material (ACM) are the responsibility of the Customer. The Contractor is not liable for damages due to, or resulting from, the presence of PACM or ACM.

The Customer is required to advise the Contractor as to the presence and locations of all known PACM and ACM in advance of the project start. This information will include the line name, location, and other pertinent details as available, including copies of any PACM or ACM surveys in Customer's possession, to allow Contractor to identify these areas.

When PACM or ACM is identified to be present in locations where Work is to be performed, or where the possibility exists that PACM or ACM could potentially be disturbed as a result of the anticipated Work, the Customer will be responsible, at their expense, to conduct testing of all suspected substances in accordance with applicable OSHA, EPA, environmental laws, and other applicable laws and regulations.

Notwithstanding the above, the Contractor may help the Customer manage the process to remediate the offending material as necessary to complete proposed Structure assessment and/or restoration work. This process may include, but not be limited to, field and lab testing to confirm the presence and concentration of PACM/ACM, specialized field remediation activities which may also include the utilization of third-party entities that specialize in analysis and/or remediation processes. The Customer shall be responsible for the costs associated with resolution of Lead issues.

The ACM remediation work associated with this project is NOT intended to fully eliminate the ACM hazard. Full abatement of the ACM hazard remains the responsibility of the Customer.

In the event the Contractor encounters PACM/ACM, other conditions or equipment and/or conditions not previously communicated by the Customer that could potentially be disturbed by the continued performance of Work, all of Contractor's work in the suspected areas shall be discontinued until both parties agree on a course of action where the potential hazard and associated risk can be addressed appropriately. The Contractor will make reasonable effort so as not to disturb PACM or ACM upon its discovery.

Should the Customer decide to complete the remediation work on their own the Customer shall be responsible to have the PACM or ACM tested and remediated as necessary prior to the Contractor proceeding any further with performance of the Work in the suspected areas. The Customer shall be responsible for engaging a qualified, third-party asbestos abatement Contractor to conduct sampling and testing of the suspected PACM or ACM material.

Upon completion of the remediation, the Customer shall provide Contractor with copies of reports and testing results as a condition precedent to Contractor proceeding with its Work. Contractor reserves the right to conduct further confirmatory testing through an independent third party, at Customer's expense, to ensure that all asbestos-related hazards have been remediated such that it is safe for Contractor's employees to proceed with the Work.

All remediation work must be performed in compliance with all local, state, and federal codes, including applicable OSHA and environmental regulations. The Customer is responsible for all costs and expenses associated with the remediation and any follow-up testing.

Customer shall, to the fullest extent permitted by law, defend, hold harmless, and indemnify Contractor for any damages, claims, losses, injuries, suits, costs, expenses, and attorney's fees arising out of or related to the presence, testing, or remediation of any PACM or ACM and Customer's acts or omissions in the performance of any of Customer's obligations set forth herein.

9.3 Logistical Costs Consideration

Hazardous material conditions not previously communicated by the Customer or other unknown conditions may interrupt the normal expected logistics and schedule of job processes initially planned and agreed upon to prior to the onset of the Work. It is expected that the Contractor's field and/or supervisory personnel may have to be relocated to another project to continue working. Upon completion of any necessary analysis and/or remediation processes, the Contractor shall proceed to perform the requested Work.

However, if the Contractor's personnel have left the area to perform work elsewhere, the Customer shall bear all costs associated with the logistical considerations of returning the Contractor's personnel and equipment back to the work location area to resume normal work operations. The costs associated with this process will be clearly defined under Mobilization and/or Demobilization or will be covered under hourly rates as shown in the original pricing schedule.

10.0 CONFORMANCE TO OSHA, EPA, AND DOT STANDARDS

10.1 Contractor's Policies

Documentation of Contractor's policies for conforming to OSHA, EPA, and DOT regulations can be provided upon request. Examples may include the following:

- Summary of Contractor's safety manual
- Material Safety Data Sheets for the coating materials to be used
- Summary of OSHA regulations regarding Personal Protective Equipment (PPE)

10.2 Work Schedule

Upon Customer request, the Contractor will supply a schedule for the Work.

APPENDIX A: CORROSION ASSESSMENT

1.0 VISUAL ASSESSMENT

A visual assessment of all Structures shall be made from ground line to the top of the Structure to identify clearly visible defects, which can be detected without optic enhancing tools or devices. Items identified by the Contractor that require maintenance shall be noted/collected in the assessment data.

The visual assessment is a cursory inspection only and not intended to replace the Customer's regularly scheduled overhead line inspections. The Contractor is not responsible for omissions in the visual overhead assessment.

2.0 EXCAVATION

Where applicable, Structures passing the above ground visual assessment shall be excavated and cleaned to a depth of 18" below ground line. If corrosion is determined to be present, and continues below the bottom of the current excavation, the hole may be excavated another 6" in depth to a total maximum depth of 24" to determine the extent of corrosion damage.

3.0 BACKFILL

After excavation, Structures will be solidly backfilled with native soil excavated from the Structure. Precautions will be taken to limit organic material and any other content likely to decay and cause the backfill to eventually settle below grade.

Backfill soil will be placed back in the excavated hole and tamped by foot to compress the soil. The completed backfill should be packed around the Structure so that the final height of the backfill amounts to 3" – 4" above the surrounding level of soil to allow for natural settlement, depending on the local terrain. Additionally, the soil at the top of the backfill will be sloped sufficiently to allow for proper water drainage of the backfilled area. The applicable sod and topsoil will be set aside during the initial excavation and placed on top of the tamped final grade of the backfill. Any additional materials required, or excess materials exported shall be done at the Customers' expense.

It is preferred to refrain from using mechanical means to tamp the backfill, so as not to damage freshly applied coatings. The Structure should not have rocks or stones laid against it, except where they serve to key the Structure or where no other fill is available. Care will be taken not to break ground wires or damage existing coatings.

4.0 STANDARD STRUCTURES CONDITION CATEGORIES

In the absence of a Customer's established rating criteria, and due to a lack of a recognized industry standard for categorizing steel structures based on deterioration, this language shall serve as the basis for the Contractor's steel structure assessment rating criteria. This language can be modified per the direction of the Customer in conjunction with the Contractor.

Steel thickness measurements will be taken with an ultrasonic thickness gauge, caliper, micrometer, or other similar measurement device determined appropriate by the Contractor. Pit depths, where applicable, are measured with a pit gauge or other similar device. Additional surface preparation may be required to adequately measure the thickness of structural components.

Structures will be assessed and categorized. Condition A, B, C, D, and Priority categories will be defined as follows:

4.1 Steel Towers

- **CONDITION A** – (Good) Steel is in near original condition with only minor evidence of surface corrosion in a few small areas with 1% or less average section loss evident.

- **CONDITION B** – (Fair) Steel corrosion in this condition may range from several areas displaying mild surface rust, to all buried surfaces showing some amount of rust, minor pitting, or class I mechanical damage. To meet the definition of this condition category the average section loss is greater than 1% but shall not exceed more than 10%.

- **CONDITION C** – (Poor/ Restoration Recommended) Steel shows moderate corrosion conditions which may include moderate corrosion in several areas to all buried surfaces showing measurable pitting, thinning and/or edge loss. To meet the definition of this condition category the average section loss must be greater than 10% but not exceed 25%.

  Structures with class II mechanical damage may warrant a Condition C rating depending on the severity of the damage and the members affected.

  In addition, Osmose strongly recommends Towers in this condition be evaluated by the Customer for restoration.

- **CONDITION D** – (Severe/Restoration Required) Steel is displaying heavy corrosion activity consisting of significant thinning, pitting and/or edge loss. Corroded areas will typically have a large amount of section loss, with parts completely rusted through due to corrosion. To meet the definition of this condition category, the average section loss must exceed 25%.

"Strain" and "Dead-end" Towers that have experienced more than 25% average section loss on multiple structural members will receive an engineering review to determine if expedited attention is required.

Structures with class II mechanical damage may warrant a Condition D rating depending on the severity of the damage and the members affected.

Structures in this condition category are generally considered to be in need of restoration and will be reported to the Customer for further attention.

- **PRIORITY** – A Structure in Condition D, with more than a 50% average loss of cross section on any one structural member or has had structural damage due to corrosion or class III mechanical damage which may exceed the Customer's allowable tolerance threshold.

Structures with a priority rating will be reported directly to the Customer for their immediate attention.

4.2 Steel Poles

- **CONDITION A** – (Good) Steel is in near original condition with only minor evidence of surface corrosion in a few small areas with 1% or less average section loss evident on all flats. *Where applicable, the life extension process for Poles in this condition category will include a protective coating application.*

- **CONDITION B** – (Fair) Steel corrosion conditions may range from mild surface rust in several areas to all buried surfaces showing some amount of rust and some minor pitting or class I mechanical damage.

  To meet the definition of this condition category, the average section loss on any one flat is greater than 1% but shall not exceed more than 10%. *Where applicable, the mitigation process for Poles in this condition category will include a protective coating application.*

- **CONDITION C** – (Poor/Restoration Recommended) Steel shows moderate corrosion conditions which may include moderate corrosion in several areas to all buried surfaces showing measurable pitting, thinning and/or edge loss. To meet the definition of this condition category the average section loss on any one flat must be greater than 10% but not exceed 25%.

Structures with class II mechanical damage may warrant a Condition C rating depending on the severity of the damage and the members affected.

Where applicable, the mitigation process for Poles in this condition category may include a protective coating application but only at the discretion of the Customer.

In addition, the Contractor strongly recommends Poles in this condition having higher section loss be evaluated by the Customer for restoration.

- **CONDITION D** – (Severe/Restoration Required) Steel has experienced heavy corrosion activity consisting of significant thinning, pitting and/or edge loss. Corroded areas will typically have a large amount of section loss, with parts completely rusted through due to corrosion. To meet the definition of this condition category the average section loss on any one flat must exceed 25%. Poles that have two or more adjoining flats with greater than 25% section loss (averaged reading on each affected adjoining flat) will receive an engineering review to determine if expedited attention is required.

  Structures with class II mechanical damage may warrant a Condition D rating depending on the severity of the damage and the members affected.

  Structures in this condition category are generally considered to require restoration and will be reported to the Customer for further attention. Poles in this condition category will not be coated.

- **PRIORITY –** A Structure in Condition D, with more than a 50% average loss of cross section on any one flat or has had structural damage due to corrosion, mechanical damage, or Acts of God, which may exceed the Customer's allowable tolerance threshold.

  Structures with a priority rating will be reported directly to the Customer for their immediate attention. Poles in this condition category will not be coated.

5.0 MECHANICAL DAMAGE CLASS DEFINITIONS

This section is intended to categorize steel Structures according to severity of existing mechanical damage.

5.1 Steel Towers

- Class I (Minor)

Minor deformations of smaller, non-critical members, such as a horizontal redundant. This type of mechanical damage generally does not require a restoration.

  - Minor buckling of the tension member with minimal displacement.
  - Buckling or deformation of a redundant member.
  - Minor nicks/scratches on steel that do not result in any significant tearing of the steel.
  - Damage of the members, or portions of the member that does not carry a load (bends on the "free corner" of the member, step bolt damage etc.).
  - Bullet holes.

- Class II (Moderate)

Significant deformation or damage to the members or hardware. Tower is not in immediate danger of significant failure. Towers with Class II mechanical damage will be flagged for restoration.

  - Significant member deformation over a short distance. Measurements will be made during the assessment that will determine the length of the deformation.
  - Missing bolts and nuts.
  - Buckling or deformation of two adjacent redundant members.
  - Damage to hardware.
  - Tears / Cuts in members.
  - Insufficient bolt edge distance.
  - Missing redundant members.
  - Minor damage to a single face of a post leg.

- Class III (Severe) – Requires immediate attention and restoration.

  - Severe member deformation.
  - Any substantial overhead buckling.
  - Buckling or deformation of three adjacent redundant members.
  - Missing more than half of the bolts in a connection.
  - Missing load bearing members.
  - Completely broken off primary & secondary members.
  - Missing more than 2 redundant members on 1 leg.
  - Any damage to both faces of a critical member such as post leg, stub angle or member designed to carry significant load.

5.2 Steel Poles

Mechanical damage found on faceted Pole Structures will be categorized by the Osmose Project Engineer as necessary according to the general guidance and criteria listed below.

- Class I (Minor)

Minor deformations of Pole flats. This type of mechanical damage typically does not require a restoration.

  - Minor deformation or geometrical imperfections in a single Pole flat.
  - Minor nicks/scratches on steel that do not result in any significant tearing of the steel.
  - Individual bullet holes, generally no more than one hole per flat.

- Class II (Moderate)

Moderate deformation or damage to Pole flats. However, Pole is not in immediate danger of failure. Poles with Class II mechanical damage will be flagged for restoration.

  - Significant member deformation over a short distance. Measurements will be made during the assessment that will determine the length of the deformation.
  - Moderate buckling or deformation of two adjacent Pole flats.
  - Multiple bullet holes or tears in a single Pole flat.

- Class III (Severe)

Significant deformation or damage to Pole flats. Pole may be in immediate danger of failure. Poles with Class III mechanical damage will be flagged for immediate replacement or restoration.

  - Requires immediate attention (replacement or restoration).
  - Severe deformation on one or multiple flats.
  - Buckling or deformation of three adjacent Pole flats.
  - Multiple holes or tears (bullet or other means) that remove large sections of the entire Pole's cross-sectional area.

6.0 CONCRETE FOUNDATION ASSESSMENT

Where applicable, concrete foundations of each Structure will be evaluated by means of visual assessment, physical evaluation, and measurements. The following are descriptions of the field assessment process.

6.1 Visual Assessment

A visual assessment of each foundation will be conducted to identify evidence of damage and/or deterioration of the concrete as well as external factors that may negatively affect the performance of the Structures regardless of the condition of the concrete. These conditions may include cracking, spalling, delamination, disintegration, exposed or corroded steel reinforcement, exposed coarse aggregate, differential settlement of the foundations (Figure 1), and evidence of soil erosion (Figure 2).

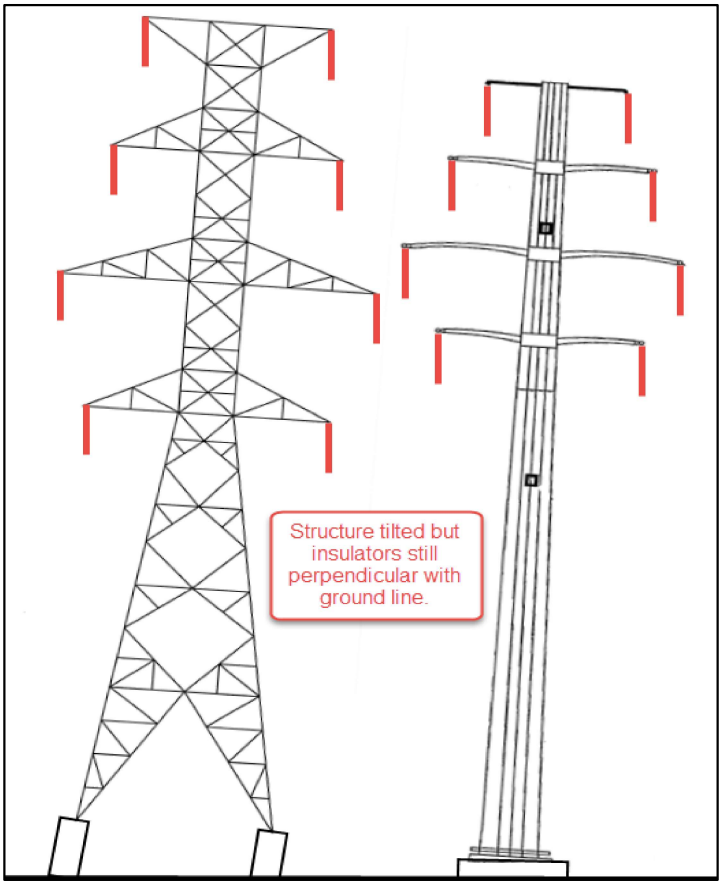


Figure 1: Evidence of differential or improper settlement of suspension Tower and pole foundations.

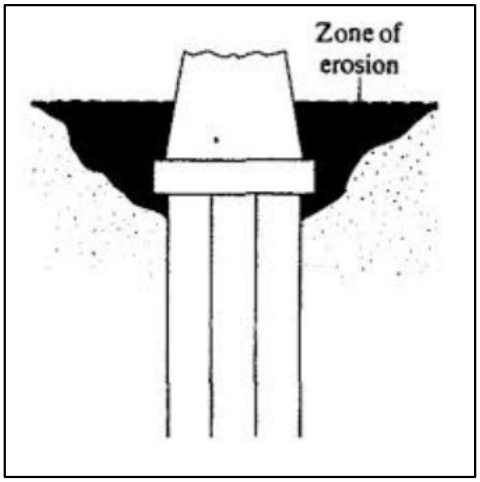


Figure 2: Most common location for soil erosion around a concrete pier foundation.

6.2 Crack Assessment

Visibly apparent cracking in the concrete will be measured using a crack comparator gauge (Figure 3) or another similar device to determine crack width.

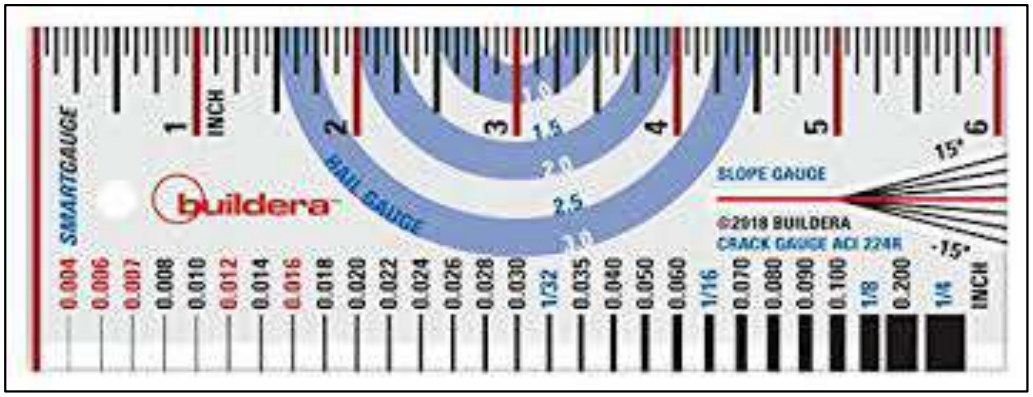


Figure 3: Example of a crack comparator gauge used to measure crack width on concrete.

Where cracking exists, the orientation as well as any marking or staining will be recorded. Additionally, when multiple cracks exist on the same foundation, the cracks will be mapped using chalk to assist in showing the extent of cracking on the foundations (Figure 4).

Figure 4: Cracking mapped using chalk for better visualization of crack severity.

6.3 Excavation

At the discretion of the inspector, excavation of the foundation may be required to determine the extent of detrimental conditions if present. Typical excavations will not exceed one shovel width and one shovel blade height in depth and be limited to the localized area of the detrimental condition.

6.4 Physical Evaluation

Foundations will be physically assessed by means of a hammer impact test to determine the extent of the deterioration. This test is used to identify possible voids, deterioration, or delamination that may exist below the surface. The hammer impact test will be performed in accordance with the following guidelines.

- The test will be performed using a wooden handled mason's hammer or similar. Impact points will be distributed evenly around the foundation sufficient to evaluate the entire exposed surface.
- If the head of the hammer bounces, the concrete's compressive strength is considered sufficient.
- If the hammer indents or pulverizes the surface, the concrete's compressive strength is considered insufficient. Hammer impacts that reveal delamination, expose coarse aggregate or steel reinforcement, and/or produce a hollow sound will constitute a failed hammer impact test and will be documented.

Further evaluation of the foundations through non-destructive or destructive testing may be recommended after a failed hammer impact test.

7.0 CONCRETE FOUNDATION CONDITION

The data collected during the foundation assessment will be used to evaluate the conditions of the concrete foundations and determine any necessary rehabilitation. Foundations will be categorized by a qualified individual in one of the following categories shown in Table 1.

Table 1: Concrete condition criteria

Foundation Condition	Type of Concrete Deterioration/Damage (may be any one of the following)			
	Hammer Test Results	**Cracking and Scaling**	**Spalling and Base Plate Grout Damage**	**Exposed Reinforcement**
A	Pass	None	None	None
B	Pass	• Crack widths smaller than 1/16" • Localized scaling without exposed aggregate	• Localized spalling on up to 25% of the above grade surface • Spalling on up to 50% of the above grade edges • Partially exposed cold joint lines • Locally damaged base plate grout, up to 50% of base plate edges exposed	None
C	Fail (Non-Structural	• Crack widths between 1/16" and 1/4" • Scaling with exposed aggregate • Limited signs of efflorescence	• Spalling on up to 50% of the above grade surface • Spalling on most of the above grade edges • Exposed aggregate • Fully exposed cold joint lines • Grout damage without undermining of base plate	• Limited rebar exposure with no section loss from corrosion
D	Fail	• Crack widths larger than 1/4" • Cracks originating from primary steel members • Extensive signs of efflorescence on surfaces	• Spalls covering most of the above grade surface • Grout damage undermining the base plate	• Exposed, corroded rebar with section loss • Extensive rebar exposure without section loss • Rust stains propagating from cracks along rebar lines.
Priority	Fail	• Large cracks in contact with or near anchor bolts • Compromised foundation integrity or stability from settlement or soil erosion	• Large sections of concrete missing (3" depth or larger in any above grade face) • Concrete loss near anchor bolts • Severe concrete deterioration	• Exposed, corroded rebar with section loss and considerable damage.

8.0 ANCHOR BOLT CONDITION

Anchor bolts will be evaluated for excessive rust, corrosion, and/or deterioration in applicable locations and where access allows. Loose rust on the bolts will be removed, as needed, to allow for accurate measurements.

Every effort will be made to collect the original bolt diameter (threads included). Condition category will be determined based on the calculated cross-sectional area using the 'net' (threads excluded) diameter. Anchor bolts will be categorized in one of the following condition grades based on the single anchor bolt with the worst condition rating described below:

- **CONDITION A** – (Good) Condition - Anchor bolt is in near original condition. Only minor surface rust is evident in a few small areas with 1% or less the calculated cross-sectional area loss evident.
- **CONDITION B** – (Fair) Condition - From surface corrosion to pitted rust corrosion – anchor bolt condition may range from surface rust in several areas to all buried surfaces showing rust and some minor pitting. For a Condition B rating, the calculated cross-sectional area loss is greater than 1% but shall not exceed more than 10%.
- **CONDITION C** – (Poor/Restoration Recommended) Condition - Corroded and damaged anchor bolts that have lost greater than 10% and less than 25% of the calculated cross-sectional area.

  In addition, when adjacent anchor bolt groups are identified as Condition C, the Contractor strongly recommends anchor bolts in this condition having higher section loss be evaluated by the Customer for restoration.
- **CONDITION D** – (Severe/Restoration Required) - Heavily corroded anchor bolts exceeding 25% of the calculated cross-sectional area. Significantly corroded areas will typically have large areas of section loss, with parts completely deteriorated due to corrosion.

Additionally, when two or more anchor bolt groups exceed 25% loss of cross-sectional area the Structure will be flagged as "Priority".

- **PRIORITY STRUCTURES -** An anchor bolt in Condition D, with more than a 50% loss of cross-sectional area or has had structural damage due to corrosion, mechanical damage, and/or Acts of God.

Anchor Bolts with a priority rating will be reported directly to the Customer for their immediate attention.

The results of the assessment and any necessary restoration will be communicated to the Customer in the summary report.

9.0 ENVIRONMENTAL RISK FACTORS

The rate at which steel corrodes below-grade varies significantly based on the physical and chemical properties of the surrounding site conditions. Environmental factors at any given site can be evaluated through measurable indirect field assessment techniques to determine the potential corrosion activity. The primary environmental risk indicators are listed as follows:

9.1 Soil Resistivity

Soil resistivity is a significant indicator in determining how corrosive a soil environment is. Soils with low resistivity allow for the easy flow of current supporting a higher level of corrosion activity.

Soil resistance measurements are taken to sample soil resistivity at various depths and points around the Structures. The soil resistance is measured using a digital soil resistivity probe and the measurements are recorded in the assessment report.

9.2 Soil pH

Typically, corrosion on steel and other similar metals will occur in soils that have a very low pH (highly acidic).

Soil pH measurements are taken with a digital soil pH probe in a location near the Structure deemed appropriate by the Contractor's assessor. These measurements are recorded in the assessment report.

9.3 Redox Measurement

Redox measures the dissolved oxygen content in the soil and can help indicate the presence of microbial bacteria, which, in turn, can identify areas with the potential for Microbial Induced Corrosion (MIC). Although bacteria itself does not directly attack metals, various bacteria can develop byproducts which are corrosive to steel.

Soil Redox measurements are taken from the excavation or at a location deemed appropriate by the assessor. These measurements are recorded in the assessment report.

9.4 Half Cell Potential Measurement (VDC or Structure to Soil Potential)

Half-cell measurements indicate the Structure potential for steel to corrode within a specific site environment.

Measurements are taken approximately two (2) feet from each Structure utilizing a digital potential meter or other similar equipment. Readings are collected and recorded in the assessment report.

10.0 ENVIRONMENTAL CORROSION ASSESSMENT

Environmental factors at any given site can be evaluated through measurable indirect field assessment techniques (listed previously) to determine the potential for corrosion activity ranging from very low to severe.

The evaluation of this data is used to categorize the Structures into manageable groups for follow up maintenance and possible mitigation. Since environmental site conditions are not static, the Structure should be reassessed in regular intervals or anytime site conditions change due to construction, agricultural activity, or other contributing factors, as these changes can increase corrosion activity.

The categories are defined as follows:

- **Very Low** - A Structure with low or neutral environmental indicators and a low potential for corrosion activity. Typically, these Structures are at minimal risk and do not need further attention at the time of assessment.
- **Mild** - A Structure with environmental indicators that reflect a slightly elevated potential for corrosion. These Structures are at the threshold where they may require some type of mitigation to offset potential deterioration.
- **Moderate** - A Structure with moderate environmental indicators and a more serious potential for corrosion activity. These Structures should have some type of mitigation applied (likely in the form of protective coatings) to help prevent further deterioration.
- **Severe** – A Structure with environmental indicators that reflect a severe potential for corrosion. Structures in this category should have mitigation applied in the form of protective coatings at a minimum and be evaluated for cathodic protection. *Please note that if no mitigative efforts are utilized on Structures in this condition the reassessment interval should be significantly shortened.*

11.0 GUY ANCHOR ASSESSMENT

The evaluation of corrosion damage for Anchors that are direct buried will be determined through visual assessment and direct physical measurement to find actual section loss.
At the discretion of the assessor, physical measurements of the Anchor will be collected using a digital caliper, micrometer, or similar measuring device. Areas of the Anchor which show deterioration will be compared to and subtracted from the original thickness to calculate section loss. The original thickness will be determined by measuring sections of the Anchor unaffected by corrosion which are in good condition.

11.1 Visual Assessment

A visual assessment of all Anchors and guy wires shall be made from ground line to the top of the Structure including overhead hardware for clearly visible defects.

Items that require follow-up shall be noted on the assessment report.

A visual assessment is primarily for safety purposes and does not guarantee that the assessment will reveal all potential safety hazards.

11.2 Excavation

Anchors directly embedded in soil will be excavated by hand to a vertical depth of 18”, cleaned, and assessed.

11.3 No Access

Anchors that cannot be physically assessed due to access or some other issue will be reported as “No Access” and receive a visual assessment.

Visual assessment of the Anchor may not detect detrimental conditions and so cannot guarantee the overall condition of the Anchor.

11.4 Buried Anchors

Anchors that are buried will be noted as “Buried Anchor” in the assessment report.

12.0 CALCULATING CROSS-SECTION LOSS

The effective cross-sectional area shall be calculated based on measurements at the apparent minimum diameter with a digital caliper.

12.1 Round Rods

Effective round rod areas shall be calculated as a round cross-sectional area. Nominal round rod areas shall be calculated as a round cross-sectional area of the rod.

12.2 Square Rods

Effective square rod areas shall be calculated as a square area when the calculated effective remaining area is greater than 76%. When the calculated effective square area is less than or equal to 76%, the effective square rod area shall be recalculated as an effective round area based upon the measured diameter. Nominal square rod areas shall be calculated as a square cross section of the rod.

Calculation of rejections shall be based on the percentage of the nominal cross-sectional area measured as the remaining effective area.

13.0 GUY ANCHOR PASS/FAIL CRITERIA

13.1 Pass

- Round Anchors having less than 25% loss of thickness in either the Anchor rod or eyelet will be considered serviceable and receive a protective coating as applicable.

- Square Anchors having less than 40% loss of thickness in either the Anchor rod or eyelet will be considered serviceable and receive a protective coating as applicable.

13.2 Fail

- Round Anchors having 25% loss of thickness or more in either the rod, eyelet, or those that have significant deterioration of their concrete foundation will be considered unacceptable and will not receive a protective coating.

- Square Anchors having 40% loss of thickness or more in either the rod, eyelet, or those that have significant deterioration of their concrete foundation will be considered unacceptable and will not receive a protective coating.

13.3 Visual Reject

Anchor eyes that are obscured by the guy wires and cannot be measured but show section loss that appears to be greater than 25% will be reported as a visual reject.

13.4 Priority

Anchors found to be in imminent danger of failure will be immediately reported to the Customer.

In addition to the failure criteria described above, Anchors which show evidence of having been pulled up from their original locations or those guy wires which are slack will be considered as failed and recorded in the report detail as such.

13.5 Application of Anchor Coating

Where applicable, Anchors found to be in serviceable condition will have a protective coating applied according to the coating schedule detailed in the anchor coating appendix.

APPENDIX: COATINGS APPLICATION - STEEL STRUCTURES

1.0 GENERAL

1.1 Conditions

The terms, conditions and requirements of the Contract Documents apply to all the work of this section.

1.2 Description

Provide all the labor, supervision, materials, testing, equipment, accessories, and services necessary to prepare applicable surfaces and apply coatings as outlined herein.

1.3 Submittals

One (1) copy of Product Data Sheets (PDS) planned surface preparation methods, Materials Safety Data Sheets/Safety Data Sheets (MSDS/SDS), and other application information as required for approval by Customer for each coating product to be applied.

1.4 Safety Precautions

Please note the following:

- All work will be performed in accordance with Federal (OSHA), state and local regulation requirements as well as Customer Safety Standards, should such standards be provided to the Contractor in writing, or via a Customer safety workshop, prior to work commencement.
- Precautions will be taken for protection against fire, dust, fumes, and skin contact. Suitable PPE and ventilation should be provided if painting in enclosed locations.
- Additional safety precautions may be implemented, as required, to address site specific safety concerns. As there are numerous potential conditions, they will be addressed, as necessary, on a case-by-case basis.

1.5 Material Delivery, Handling, and Storage

Once coating materials are shipped to the jobsite, coatings will be assessed prior to use to ensure no weather damage has occurred.

Coating can be stored for short periods of time and does not need to be disqualified from use if the material is kept sealed in its parent container and is deemed viable for application. Where applicable, short-term storage of open containers may be extended using a solvent "cap" depending on the material and manufacturer requirements.

Secondary application containers will be used to limit contamination of the parent container and exposure from opening. Coatings which have become contaminated, discolored, or have started to gel or harden will be removed from use and discarded properly.

All discarded coating materials, containers, rags, etc., will be removed from the project storage areas for proper disposal.

1.6 Codes and Standards

Unless otherwise required in this specification, the following publications shall govern the work:

- Steel Structures Painting Council ("SSPC") Surface Preparation Specifications as found in the Steel Structures Painting Manual, Volume No. 2, latest revisions.
- SSPC-SP1 Solvent Clean – removal of visible oil, grease, dust, dirt, drawing and cutting compounds, and other visible soluble contaminants.
- SSPC-SP2 Hand Tool Cleaning - tool cleaning is a method of preparing steel surfaces using non-power hand tools to remove all loose mill scale, all loose or non-adherent rust, and all loose paint.
- SSPC-SP3 Power Tool Cleaning - tool cleaning is a method of preparing steel surfaces using power-assisted hand tools to remove all loose mill scale, all loose or non-adherent rust, and all loose paint.
- SSPC-PA2 – Measurement of Dry Paint Thickness with Magnetic Gages.

1.7 Quality Assurance

Contractor shall provide appropriate oversight using field management and/or quality assurance personnel to ensure compliance with this specification.

2.0 MATERIALS

Approved materials for painting are as follows:

Corten Structures:

- Primer Coat – Induron E-Bond and/or MCU 62 Penetrating Sealer or Equivalent. *To be used on Corten steel or severely pitted and coarse substrates prior to coating with Induratar.*
- Finish Coat – 2 coats of Induron Induratar or Approved Equivalent.
- Thinner – Induron Industrial Thinner K – 1012 (Xylene) or Approved Equivalent.

Galvanized and Painted Structures:

- Primer Coat – Induron Induratar or Approved Equivalent.
- Finish Coat – Induron Induratar or Approved Equivalent.
- Thinner – Induron Industrial Thinner K – 1012 (Xylene) or Approved Equivalent.

Structures located in severe environments may require different coatings, these structures will be considered on a case-by-case basis depending on site conditions.

3.0 EXECUTION

3.1 Condition Assessment

Before preparation and application, weather conditions including but not limited to temperature and humidity will be verified to ensure compliance with the manufacturer requirements for coating application.

3.2 Surface Preparation: General

The surface preparation procedures are as follows:

- All preparation and cleaning procedures shall be performed in accordance with the Manufacturer's instructions and as specified herein for each particular substrate condition, as applicable.

- All surfaces to be prepared for painting shall, at a minimum, meet the requirements of the Steel Structures Painting Council's specification SSPC-SP1 "Solvent Clean", SSPC-SP2 "Hand Tool Clean" and SSPC-SP3 "Power-Tool Clean", except as noted below.
    - Conditions detrimental to the coating application must be corrected and all surface contaminants should be removed prior to the commencement of surface preparation.
    - Cleaning shall remove all loose mill scale, loose rust, dirt, and other loose detrimental foreign matter.
    - It is not necessary to remove all corrosion and all paint that is adherent to the substrate when preparing a previously painted surface.
    - It should not be expected that all adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.
- It is required to remove previous coatings that show evidence of corrosion, peeling, excessive thickness, brittleness, blistering, checking, scaling, or general disintegration.
- It is essential that the removal of the old paint be carried back to an area of completely intact and adherent paint film with no rust or blisters underneath.
- Due to the geometry of some Structures, the access necessary for adequate surface preparation may be severely limited. These areas will be cleaned as well as field conditions allow but may not meet all the surface prep standards previously listed.
- Special attention must be given to cleaning around rivets, bolts, nuts, previously welded surfaces, edges, angles, and corners of members. The areas beneath and around replacement bolts and nuts shall be cleaned before they are replaced.
- All rivets, welds, corners, joints, and openings shall be cleaned. Tools shall be operated in such a manner that no burrs or sharp edges are left on metal surfaces and no sharp cuts are made into the steel.

3.3 Preparation of Materials

Immediately after opening the coating material container, the applicator shall check the material for evidence of any degraded material. Degraded coating materials shall not be used.

Film that forms on the surfaces of paint in the containers shall not be stirred in. The film will be removed and, if necessary, strained before use. Accumulated film will be disposed of properly.

Before any coating material is applied, it must be mixed in adherence with Manufacturer guidelines. Excessive mixing should be avoided.

- Induron Products:

  Induron MCU-62 and Induratar products are single component moisture-cured urethane coatings that do not require mixing of multiple components. Some moderate mixing may be required initially after opening to reincorporate any material that has separated or settled in transit or storage.

  E-Bond is a two-component epoxy penetrating sealer that requires mixing of both components in a 1:1 – One part by volume of E-Bond 100 Part A to one part by volume of E-Bond 100 Part B. Agitate until components are thoroughly mixed.

  Under certain conditions, thinning of Induratar with Induron Industrial Thinner K – 1012 (Xylene) will help to provide a more even, consistent coverage. Adhere to mixing and application restrictions as identified in the coating Manufacturer's data sheets. As there is no maximum limit of thinner to add in the PDS/TDS, test by adding small amounts and apply to test application areas to ensure proper consistency. Do not exceed more than 10% addition of thinner.

  Do not thin E-Bond or MCU 62 Penetrating Sealer.

3.4 Application Conditions

No coating shall be applied when air and substrate temperatures are outside of the Manufacturer's recommendations.

3.5 Coating Schedule

After the proper surface preparation, components shall be coated as follows:

Induron Products:

Corten Structures:

- Apply one primer coat of MCU 62 Penetrating Sealer to achieve an average wet film thickness (WFT) of 1.6 to 2.4 mils and 1.0 to 1.5 mils dry film thickness (DFT).

-or-

- Apply one primer coat of E-Bond Penetrating Sealer to achieve an average wet film thickness (WFT) of 1.0 to 2.0 mils and 1.0 to 2.0 mils dry film thickness (DFT).

- Apply two coats of Induratar to achieve an average wet film thickness (WFT) of 8.0 – 11.0 mils and 5.0 - 7.0 mils (DFT).

- Total average dry film thickness (DFT) applied per this specification shall be:

  - Using Induratar and MCU 62 primer - 11.0 mils and 15.5 mils (DFT).
  - Using Induratar and E-Bond primer - Between 11.0 mils and 16.0 mils (DFT).

Galvanized and Painted Structures:

- Apply two coats of Induratar to achieve an average wet film thickness (WFT) of 8.0 – 11.0 mils and 5.0 - 7.0 mils (DFT).

- Total average dry film thickness (DFT) applied per this specification shall be between 10.0 mils and 14.0 mils.

The tolerance on average dry film thickness readings shall be ± 20%.

Note that variation in the applied dry film thicknesses of new coatings may occur due to variation in the thickness of remaining galvanization and/or previously applied coatings. These existing thickness values should be considered as part of the total dry film thickness. *Coating thickness may also vary from manufacturer recommendations due to the specific application requirements for below-grade applications on transmission Structures.*

The products listed shall be applied according to manufacturer specified requirements. Refer to the Product Data Sheet/Technical Data Sheet (PDS/TDS) for additional requirements. PDS/TDS should be available on the job site for review during the application process.

Due to the geometry of some Structures, the access necessary for coating application may be severely limited. Every effort will be made to coat inaccessible areas, but finished coatings may not meet all the above requirements.

3.6 Application

Copies of coating Manufacturer's instructions, Materials Safety Data Sheets/Safety Data Sheets (MSDS/SDS) and this specification shall be available at the work site for workmen's use.

Contractor will take reasonable precautions to ensure the public and domesticated animals do not come into contact with painted surfaces or unused paint in containers. All paint containers shall be removed from work areas and secured after each workday.

The paint application procedure is as follows:

- All work shall be done under competent supervision by trained labor.
- Unless otherwise specified, all coating systems shall be applied by brush or roller.
- Paint shall be well worked into all joints, connections, rivets, bolts, and welds with a brush.
- Unless otherwise specified, coatings shall be applied to a minimum height of 6 – 12" above ground line.
- Unless otherwise specified, coatings shall be applied to the bottom depth of the excavation.
- Coatings shall be applied only to thoroughly prepared and accessible surfaces. Surface preparation of inaccessible surfaces will be in accordance with the requirements listed herein.
- Every effort will be made to limit debris, contaminants, holidays, and/or other coating defects.
- In exterior, below grade applications minor amounts of debris may become entrapped in the coating. Such instances of minor debris inclusion shall not be grounds for rejection of the coating.

- Inclusions of minor debris contaminants will not have a detrimental effect on the long-term performance of the coating system.

- Due to variations in accessibility to certain areas in the Structure, type of Structure being coated, and below grade conditions, minor deviations in the recommended DFT may occur.

- As necessary, care shall be taken to protect adjacent equipment, surfaces, and property from coatings during coating applications.

3.7 Weather Monitoring

Weather conditions will be monitored each day coatings are applied.

3.8 Curing Time

The Contractor will adhere to general Manufacturer recommendations.

Cure times to touch and recoat are affected by temperature. General temperature ranges and cure times are listed in the product data sheets.

Finish coats shall be applied as quickly as possible after the primer coat has thoroughly cured or as noted on the product data sheets. Where a full cure is required, it is acceptable to determine if coatings are cured enough to overcoat/recoat by pressing the flat of a thumb into the coating. If the thumbprint does not leave ridges, the coating is sufficiently cured to topcoat. Perform the same test method between subsequent coats. Where permitted by manufacturer, shorter re-coat windows may be used as directed on the product data sheets and/or other manufacturer guidance.

After the final topcoat is applied, to determine if the Structure is ready to backfill, press a thumb nail into the coating, if it leaves only a minor indent or mark but does not otherwise damage the coating it is typically cured sufficiently for backfill.

3.9 Restoration of Defects

As necessary, damage to previous coats shall be restored before application of additional material.

Areas with inadequate film thickness shall have additional compatible coatings applied until they meet this specification.

3.10 Coating Assessment

The Contractor Assessor/Foreman shall verify the wet film thicknesses meet the requirements stated herein during coating operation. Contractor shall randomly check dry film thicknesses after curing to confirm they meet requirements stated herein.

All dry film thickness readings by the Contractor, Customer, or a third party will be performed according to SSPC-PA2 using a Type II dry film thickness gauge.

3.11 Final Acceptance

A Customer representative may verify that the Work has been completed according to this specification. Work not assessed by Customer within ten (10) days of completion shall be deemed acceptable.

EXHIBIT B

to

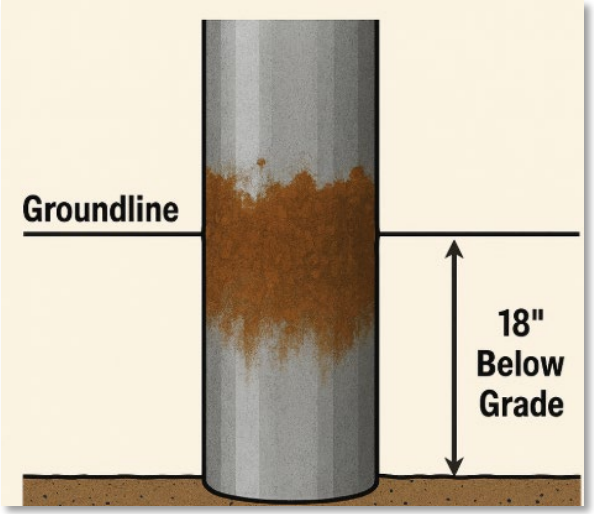
AGREEMENT FOR SERVICES

Certificate(s) of Insurance

(See attached)

Assessment Methodology

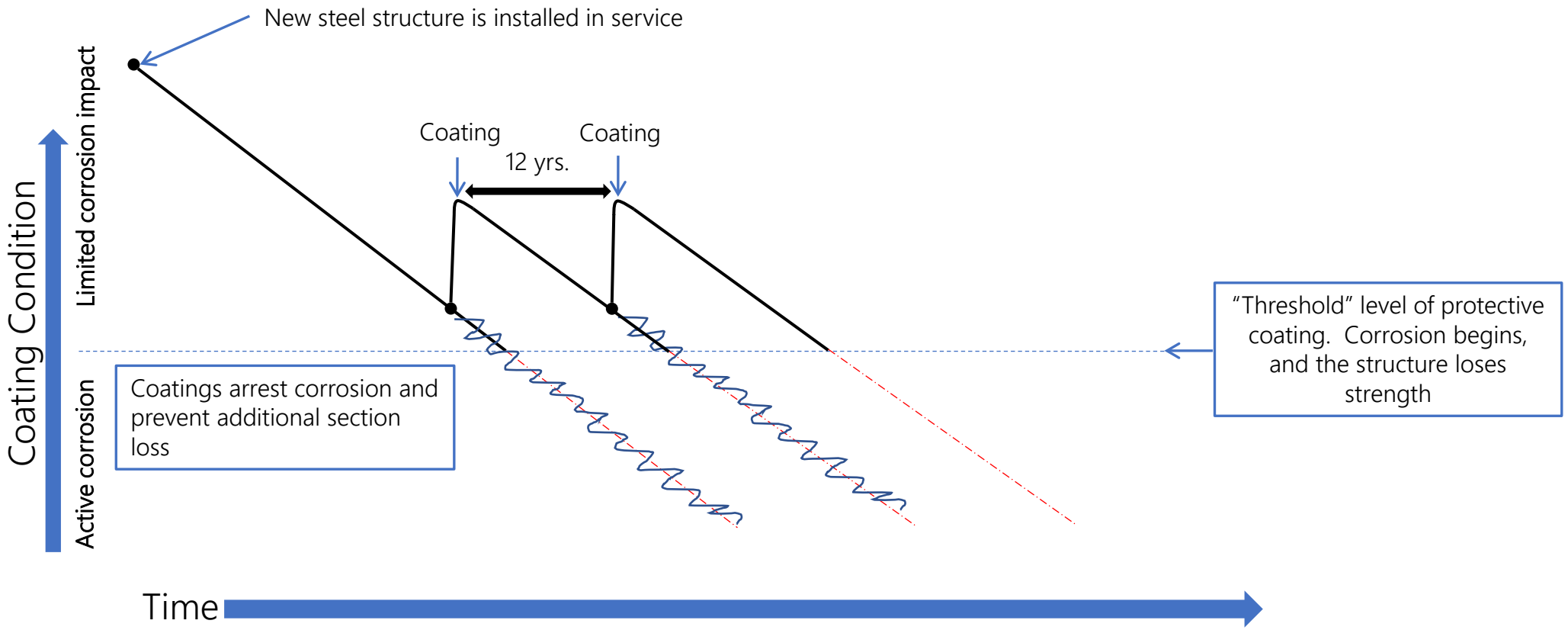
1. **Expose** the Assets Foundation through Excavation
2. **Quantify** the Condition of the Asset
   i. Structure
   ii. Anchor Bolts
   iii. Foundation
   iv. Guy Anchors
3. **Extend** the Life of the Asset through Coatings & Cathodic Protection



Steel Structure Assessment

Visual | Excavate | Clean & Prep | Steel Assessment | Concrete Assessment | Anchor Assessment | Environmental Assessment | Life Extension

Steel Degradation & Life Extension via Groundline Coatings



Case for Capitalization

Expenditures expected to produce (future) benefits beyond the current accounting period (or fiscal year) and provide a more permanent benefit in longevity, utility or worth are capitalize (betterments)

Steel Pole Coating Application

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of Revisions to the Public Transportation Agency Safety Plan (PTSAP)**

FROM:
Brandon Parker
Transit Safety Officer

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. PTASP Annual Review Notes and Updates
2. Public Transportation Agency Safety Plan (PTASP)

PURPOSE: This is a request to approve revisions to the High Point Transit System (HPTS) Public Transportation Agency Safety Plan (PTSAP).

BACKGROUND: As a recipient of Federal Transit Administration (FTA) funds, the City is required to comply with 49 Code of Federal Regulations (CFR) Part 643, Public Transportation Safety Plan. One requirement is an annual review of the plan and, if necessary, updating information based on current procedures and practices. Recipients must certify annually that they have a compliant safety plan as a condition of receiving ongoing federal funds.

The Transit Safety Officer and the Safety Management System (SMS) key staff have reviewed the updated PTASP, which was initially approved in March 2022. The attached “PTASP Annual Review Notes and Updates” page documents the changes.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider the revised Public Transportation Agency Safety Plan and authorize the appropriate City Official(s) to execute all necessary documents.

ASP Annual Review Notes and Updates FY 2026

- Changed year on title page to “2026” from “2025”
- Changed title page version from 4.0 to 4.1
- Changed title page date from January 1, 2025 to January 1, 2026
- Referenced documents page changed Drug and Alcohol Policy from 2020 to 2025
- Section 4.0 System Overview changed reduced fare from $0.60 to $0.50 and added veteran and students to the people that qualify for reduced fare.
- Updated table 2 to FY25 numbers
- Updated 4.2 Rolling Stock to 31 from 30 vehicles and updated the ACCESS Paratransit Vehicles section of table 3 to show 7 instead of 6
- Updated table 5 through 13 with current data from 2025
- Updated Appendix A: HPTS Org Chart
- Updated Appendix A.1 HPTS Management Structure

2026

High Point Transit System

City of High Point, North Carolina

Public Transportation AGENCY SAFETY PLAN

VERSION 4.1
TRANSIT-031220-R-0010 PHASE 4
JANUARY 1, 2026

Prepared By:
K&J Safety and Security Consulting Services, Inc.
3257 Elcano Lane
Cantonment, FL 32533

Approvals

The SMS Implementation Plan has been reviewed and authorized by the following individuals:

Ms. Angela Wynes
Transit Manager / Accountable Executive

Mr. Brandon Parker
Chief Safety Officer / SMS Manager

Mr. Keith Craven
Assistant Transit Manager / Assistant SMS Manager

Ms. Lateyfa Reed
Transit Supervisor

Ms. Crystal Ross
Paratransit Supervisor

Mr. Tim Arnold
Transit Maintenance Supervisor

Mr. Ronell Williams
Frontline Representative

Transit Agency Information

High Point Transit System
716 W Martin Luther King Jr. Drive
High Point, North Carolina 27262
(336) 889-7433

City Council	Hon. Cyril Jefferson	*Mayor*
Accountable Executive	Angela Wynes	*Transit Manager*
SMS Manager	Brandon Parker	*Transit Safety Officer*
Assistant SMS Manager	Keith Craven	*Assistant Transit Manager*
Modes	Bus and Paratransit	*Fixed-Route, Bus* *Paratransit*
FTA Funding Types	5303, 5307, 5309, 5337, and 5339	*Urban Area and Advanced Mobility Capital Investments* *State of Good Repair* *Bus and Bus Facility Program*

Document Control

No.	Modification / Edit	Page	Section	Name	Initials	Date
1	**Original Public Transportation Agency Safety Plan Document**			Angela Wynes, Transit Manager		
2	Annual Review. Updated. Reference Word Document "SMS Annual Review and Updates 2022"			Brandon Parker		2/21/22
3	Annual Review. Updated Org Charts			Brandon Parker		1/23
4	Annual Review and Update. Reference word document "PTASP Annual Review and Updates FY 2024"			Brandon Parker		1/24
5	Annual Review and Update. Reference word document "PTASP Annual Review and Updates FY 2025"	See attached	See attached	Brandon Parker		1/25
6	Annual Review and Update. Reference word document "PTASP Annual Review and Updates FY 2026"	See Attached	See attached	Brandon Parker		1/26
7						
8						

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PTASP Certification

This Agency Safety Plan (PTASP) was drafted by the High Point Transit System through collaboration with K&J Safety and Security Consulting Services, Inc.

The following signatures provide certification that this Agency Safety Plan (PTASP) complies with 49 CFR Part 673, for a Small Bus Agency.

1. Signature by the Accountable Executive	Angela W Wynes		02/24/2026
	Angela Wynes Transit Manger / Accountable Executive		**Date of Signature**
2. Approval by the High Point City Council			
	Honorable Cyril Jefferson Mayor		**Date of Approval**
3. Certification of Compliance with 49 CFR Part 673	Brandon Parker		03/09/2026
	Brandon Parker Transit Manager / SMS Manager		**Date of Certification**

The following documents are "incorporated by reference" and available for review by authorized parties at the High Point Transit System's Headquarters:

1) City of High Point Continuity of Operations / Broad Avenue Terminal – December 1, 2016
2) City of High Point Safety Program Book – January 2011

HIGH POINT TRANSIT SYSTEM
SAFETY MANAGEMENT POLICY STATEMENT

The mission of the High Point Transit System (HPTS) is to provide a safe and reliable transportation service for the public, healthful and safe working conditions for all HPTS employees, and to comply with all applicable Federal, State, and local laws and regulations.

HPTS is fully committed to SMS and to providing its customers with a safe transportation service, maintaining a strong safety culture, and providing a working environment that ensures the safety and health of its employees and protects the environment. HPTS is further committed to developing, implementing, maintaining, and continuously improving its processes to ensure that all transit service delivery activities occur under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting the established standards. As such, HPTS is placing the management of safety as one of the core business functions of the organization, across all modes of transportation.

It shall be the responsibility of management at all levels of the organization, as well as employees in each division to be accountable for delivery of the highest level of safety performance, beginning with the Transit Manager (TM). Therefore, HPTS is committed to achieving the following objectives:

1. **Supporting** the SMS and the management of safety by providing appropriate resources to support an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as that given to the other management systems of the Agency;
2. **Integrating** the management of safety as part of the primary responsibilities of all HPTS managers and employees.
3. **Clearly Defining** accountabilities and responsibilities of all employees and managers alike to uphold the organization's safety performance goals and performance of the Safety Management System (SMS).
4. **Establishing and Operating** a Safety Risk Management process allowing for hazard identification, analysis, and risk evaluation utilizing an employee reporting program as a principal source for information gathering.
5. **Prioritizing** the elimination or mitigation of calculated identified safety risks created by operating conditions or activities, to a level consistent with the Agency's acceptable level of safety performance.
6. **Ensuring** that no action will be taken against any employee who discloses a safety concern through an employee safety reporting program unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed.
7. **Complying** with, or exceeding when possible, legislative, and regulatory requirements and standards.
8. **Ensuring** sufficiently trained and knowledgeable human capital is available to implement the various SMS processes, including as part of service delivery operations.
9. **Ensuring** all employees are provided with adequate and appropriate safety-related information and training, competent in safety management processes and subject, and allocated only tasks commensurate with their skills.
10. **Establishing and Measuring** safety performance against data-driven safety performance indicators and targets.

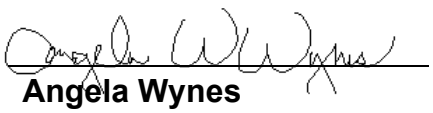
HIGH POINT TRANSIT SYSTEM
SAFETY MANAGEMENT POLICY STATEMENT

11. **Continuous Improvement** of safety performance and the SMS through management processes that ensure appropriate safety risk management, assurance, and promotion activities are identified, implemented, and effective.
12. **Ensuring** externally supplied systems and services to support HPTS operations are delivered in a manner to meet safety performance standards
13. **Defining** processes to address conditions when disciplinary actions will be exempt based on the actions of an employee, in support of promoting a positive safety culture.

To implement this Agency Safety Plan (PTASP), HPTS's employees and contractors must focus on the following Safety Management System components:

- **Safety Management Policies** to guide the development, implementation, and maintenance of the SMS processes.
- **Safety Risk Management** process for identifying hazards and analyzing, assessing, and mitigating safety risk to the lowest reasonable level.
- **Safety Assurance** to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Authority meets or exceeds its safety objectives through the collection, analysis, assessment, and trending of information.
- **Safety Promotion** to support SMS, including safety communications and training. High Point Transit System actively collaborates with frontline transit worker representatives in all aspects of our SMS, including:
  - **Hazard Identification & Risk Management** – Encouraging workers to report safety concerns without fear of retaliation and integrating their insights into hazard assessments.
  - **Safety Policy Development** – Engaging frontline worker representatives in the creation, review, and revision of safety policies, ensuring their voices are heard.
  - **Safety Committees & Meetings** – Establishing regular safety meetings where frontline workers and their representatives can provide direct input on safety initiatives.
  - **Corrective Action & Continuous Improvement** – Ensuring that worker feedback is a key component in corrective action plans and ongoing safety enhancements.

We believe that frontline employees are our first line of defense against safety hazards. Their firsthand knowledge and experience are invaluable in identifying risks and improving safety performance. This policy statement will be reviewed and updated to align SMS processes with ongoing and evolving safety performance goals and objectives.



Angela Wynes

Transit Manager

High Point Transit System

February 2025

Acronyms

AAR	After-Action Reports
ACSE	American Society of Safety Engineers
ADA	Americans with Disabilities Act
AE	Accountable Executive
ANSI	American National Standards institute
APTA	American Public Transit Association
ASTM	American Society for Testing and Materials
AVL	Automatic Vehicle Locator
BMP	Bus Maintenance Plan
CAP	Corrective Action Plan(s)
CCB	Change Control Board
CCR	Configuration Change Request
CFR	Code of Federal Regulations
COOP	Continuity of Operations Plan
DBE	Disadvantaged Business Enterprise
DHS	Department of Homeland Security
DoD	United States Department of Defense
EMA	Emergency Management Agency
EMP	Emergency Management Program
EPA	Environmental Protection Agency
ERP	Emergency Response Plan
ESRP	Employee Safety Reporting Program
EX	Emergency Exercise
FAMP	Facilities Management Plan
FLSC	Fire Life Safety and Security Working Group
FSE	Full-Scale Exercise
FTA	Federal Transit Administration
GPS	Global Positioning Satellite
HPMPO	High Point Metropolitan Planning Organization
HPTS	High Point Transit System
HSEEP	Homeland Security Exercise and Evaluation Program
IAPP	Internal Audit Program Plan
ICS	Incident Command System
ID	Identification
ISA	Internal Safety Audit
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
ITP	Individual Training Program
KPI	Key Performance Indicators
MAP-21	Moving Ahead for Progress in the 21st Century
MBE	Minority Business Enterprise
MIL-STD	Military Standard
MPO	Metropolitan Planning Organization
MSDS	Material Safety Data Sheets
MSF	Maintenance and Storage Facility

MTM	Manager of Streetcar Maintenance
N/A	Not Applicable
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
NPTSP	National Public Transportation Safety Plan
NSC	National Safety Council
NSP	National Safety Plan *also see NPTSP*
NTD	National Transit Database
NTI	National Transportation Institute
NTSB	National Transportation Safety Board
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OMP	Operations and Maintenance Plan
OSHA	Occupational Safety and Health Administration
PHA	Preliminary Hazard Analysis
PM	Preventative Maintenance
PMI	Preventative Maintenance Inspection
PMMS	Preventative Maintenance Management System
PPE	Personal Protective Equipment
PRO	Pre-Revenue Operations
PTASP	Public Transportation Agency Safety Plan
PTSCTP	Public Transportation Safety Certification Training Program
QA	Quality Assurance
QC	World Safety Organization
SA	Safety Assurance
SDS	Safety Data Sheet *also see MSDS*
SGR	State of Good Repair
SIT	System integration testing
SME	Subject Matter Expert
SMS	Safety Management System
SOP	Standard Operating Procedures
SPC	Safety Performance Criteria
SPI	Safety Performance Indicators
SPT	Safety Performance Targets
SRA	Safety Risk Analysis
SRCP	Safety Rules Compliance Program
SRL	Safety Risk Log
SRM	Safety Risk Management
SSC	Safety and Security Certification
SSCP	Safety and Security Certification Plan(s)
SSEPP	System Security and Emergency Preparedness Plan
SO	Safety Officer
SSPP	System Safety Program plan
TAM	Transit Asset Management Plan
TSA	Transportation Security Administration
TSO	Transit Safety Officer
TTX	Tabletop Exercise

TVA	Threat and Vulnerability Analysis
U.S.C.	United State Code
UASI	Urban Area Security Initiative
UC	Unified Command
VRM	Vehicle Revenue Miles
WBE	Woman Business Enterprise
WSO	World Safety Organization

Definitions[1]

Accident: An event that involves any of the following:

1. A loss of life.
2. Report of a serious injury to a person.
3. A collision of public transportation vehicles.
4. A runaway train (N/A to HPTS).
5. An evacuation for life safety reasons; (N/A to HPTS) or
6. Any derailment of a rail transit vehicle (N/A to HPTS).

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Administrator: The Federal Transit Administrator or the Administrator's designee.

Collision: All collisions between a rail transit vehicle and another rail transit vehicle; all collisions resulting in substantial property damage, serious injury, or fatality.

Configuration Management: A process to assure that all documentation that describes a system and its various components is current and reflects the actual functional and physical characteristics of the system throughout its life cycle.

Contractor: An entity that performs tasks required on behalf of the oversight or rail transit agency. The rail transit agency may not be a contractor for the oversight agency.

Corrective Action Plan (CAP): A plan prepared by an RTA that describes the actions it will take to correct, eliminate, mitigate, or control hazardous conditions.

Derailment: A non-collision event in which one or more wheels of a rail transit vehicle unintentionally leaves the rails. Two-Hour Accident notification is required anytime there is the derailment of a rail transit vehicle at any location, at any time, whatever the cause.

Emergency: A situation, which is life threatening or which causes damage on or in any RTA facility, right- of-way or vehicle.

Equivalent Authority: An entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Evacuation: A condition that occurs when persons depart from transit vehicles or facilities for life safety reasons, including self-evacuation.

Event: Any Accident, Incident, or Occurrence

Fatality: A death or suicide occurring at the scene or within 30 days following the accident; excludes deaths resulting from illness or other natural causes and criminal homicides that are not related to collisions with a rail transit vehicle.

[1] Definitions are referenced from 49 CFR Part 673

Findings of Non-Compliance: Those instances where the RTA's SSPP, SSP/SEPP or supporting documents and manuals do not meet state or federal requirements, or in cases where internal practices do not follow the RTA's own plans or procedures.

Findings with Recommendation: identify conditions, practices, or procedures that are undocumented, inconsistently applied, or are non-existent despite being important to safety and security of the transit system. Industry best practices and gaps or deficiencies in the RTA's policies, procedures, or in the implementation of policies and procedures may also be accounted for.

FTA: The Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard Analysis: A systematic analysis performed to identify hazards and establish requirements for their elimination or control.

Hazardous Condition: A condition that may endanger human life or property (formally called "unacceptable hazardous condition")

Hazardous Material: Any commodity or product identified or regulated by the United States Department of Transportation in title 49 CFR Parts 171 -179 which may be transported under restricted conditions.

Incident: An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Individual: A passenger; employee; contractor; other rail transit facility worker; pedestrian; trespasser; or any person on rail transit-controlled property.

Injury: A human condition of the magnitude requiring medical treatment or transport to a health care facility for medical treatment.

Investigation: The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Life Safety Reasons: A situation such as a fire; the presence of smoke or noxious fumes; a fuel leak; a vehicle fuel leak; an electrical hazard; a bomb threat; a suspicious item or other hazard that constitutes a real or potential danger to any person.

Life Cycle: The course of developmental change, which a transit system passes through from its inception to its retirement and disposal

National Public Transportation Safety Plan: The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

New Start Project: Any rail fixed guideway system funded under FTA's 49 U.S.C. 5309 discretionary construction program.

NTSB: The National Transportation Safety Board is an independent Federal agency that conducts accidents investigations across several transit disciplines.

Observations: Consist of concerns that do not warrant a formal Finding. Observations may include site-specific or non-systemic deficiencies found. Alternately, Observations may highlight the RTA's practices deemed commendable by FDOT.

Occurrence: An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Office of Transit Safety and Oversight (TSO): The FTA office that administers a national transit safety program and program compliance oversight process through adherence with legislative, policy and regulatory requirements as established by FTA.

On-Site Safety Audit: a formal, comprehensive, on-site examination by the Oversight Agency of a transit agency's safety practices to determine whether they comply with the policies and procedures required under the transit agency's SSPP.

Operator of a Public Transportation System: A provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger Operations: The period of time when any aspect of the transit agency's operations are initiated with the intent to carry passengers.

Performance Measure: An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Person: A passenger, employee, contractor, pedestrian, trespasser, or any individual on the property of a rail fixed guideway public transportation system.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Reportable Accidents: accidents which exceed the thresholds which are associated with the operation and maintenance of transit vehicles.

Risk: The composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: A method or methods to eliminate or reduce the effects of hazards.

Rolling Stock: A wheeled vehicle operating on roadways.

Safety: Freedom from harm resulting from unintentional acts or circumstances.

Safety Assurance: Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy: a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS): The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Manager: HPTS Transit Manager, Transit Safety Officer or an equivalent.

Safety Performance Target: A Performance Target related to safety management activities.

Safety Promotion: A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety and Security Audit: A formal, comprehensive, internal on-site examination by the transit agency of all or part of a systems safety and security practices conducted annually to determine whether they comply with the policies and procedures required under the system's SSPP and SEPP.

Safety Related Activities: An activity that performed in a prescribed manner to assure that the transit agency meets its stated safety goals and objectives. Typical examples include designing, acquiring, constructing, inspecting, testing, operating, maintaining, repairing, modifying or extending those elements of the public transit agency that are important to preventing or mitigating accidents.

Safety Risk Assessment: The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management: A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Security: freedom from harm resulting from intentional acts or circumstances.

Security and Emergency Preparedness Plan (SEPP): a document developed and adopted by the agency describing its security policies, objectives, responsibilities, and procedures of HPTS.

Serious Injury: any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received.
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage.
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: A recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: A State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

Substantial Damage: Any physical damage to transit or non-transit property including vehicles, facilities, equipment, rolling stock, or infrastructure. Substantial damage includes damage which adversely affects the structural strength, performance, or operating characteristics of the vehicle, facility, equipment, rolling stock, or infrastructure requiring towing, rescue, onsite maintenance, or immediate removal prior to safe operation. Substantial damage excludes damage such as cracked windows, dented, bent or small punctured holes in the body, broken lights, mirrors, or removal from service for minor repair or maintenance, testing, or video and event recorder download.

System Safety Program Plan (SSPP): A document developed and adopted by the transit agency, describing its safety policies, objectives, responsibilities, and procedures. Until one year after the issuance of 49 CFR Part 673 (July 2020) as a final rule, the SSPP shall take the place of the PTASP required under 49 CFR 674.

System Security and Emergency Preparedness Plan (SEPP): a document, similar to the SEPP, developed and adopted describing its security policies, objectives, responsibilities, and procedures of fixed-route and paratransit systems.

Transit Agency: An operator of a public transportation system.

Transit Asset Management Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Transit Safety Officer: An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Transit Safety Officer should not serve in other operational or maintenance capacities, unless the Transit Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Vehicle: Any rolling stock of a public transportation system, including but not limited to passenger and maintenance vehicles.

Referenced Documents

	Document Name	Version
1.	Transit Operators Handbook	2024
2.	Paratransit Operators Rules and Regulations	2018
3.	Drug and Alcohol Policy	2025
4.	City of High Point (CHP) Safety Manual	2018
5.	Facility Maintenance Plan	2024
6.	Vehicle Maintenance Plan	2024
7.	Hazard Communications	2024
8.	Transit Asset Management Plan	2023

Part A: Program Overview

1.0 Introduction

Modern safety management practices that systematically and proactively identify factors contributing to unsafe events and prevent or minimize the likelihood of their occurrence have proven effective in addressing similar concerns in other transportation industries. Such practices call for setting safety goals and objectives, defining clear levels of accountability and responsibility for safety, establishing proactive approaches to managing risks and hazards in the day-to-day activities, risk-based resource allocation, monitoring and evaluating performance towards goals, and continuous learning and improvement. Safety management is based upon the idea that safety is not an absolute condition; there will always be hazards and risks in public transportation. However, the traditional approach of primarily reacting to accidents by prescribing measures to prevent recurrence alone will not contribute to sustaining and improving public transportation safety. The need for a new approach to addressing public transportation safety has become especially urgent considering high-profile transit (primarily rail) accidents.

To advance a comprehensive approach to safety decision-making and progress modern safety principles, the Federal Transit Administration (FTA) adopted a Safety Management System (SMS) model to developing and implementing the National Safety Program initial established by the Moving Ahead for Progress in the 21st Century Act (MAP-21). The requirements to implement an SMS was first introduced by the FTA in 2016 through the publication of the National Public Transportation Safety Plan (NPTSP) defined in 49 Code of Federal Regulation (CFR) 670. Two (2) years following the release of 670, the FTA published 49 CFR 673, which states that "any State, local governmental authority, and any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53" shall develop a Public Transportation Agency Safety Plan (PTASP).[2] This includes recipients or sub-recipients of financial assistance under 49 U.S.C. § 5307 that operate a public transportation system.

The NPTSP now serves as the basis for establishing a safety program that includes safety performance standards, SMS guidelines, best practices, and technical assistance.

The High Point Transit System's (HPTS) Public Transportation Agency Safety Plan (PTASP) is thus developed to meet the following requirements:

- FTA required practices pursuant to 49 CFR 673
- FTA requirement to set safety performance targets based on the performance measures in the National Safety Plan (NSP) pursuant to 49 CFR 670

These publications establish the minimum content and required elements detailed in this PTASP, including but not limited to SMS principles and methodology, and the components of Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion, as well as the various sub-components of an SMS.

[2] 49 CFR 673.1(a)

2.0 Purpose and Scope

This PTASP has been developed to encompass the following modes of transportation at HPTS:

1. Fixed-Route Bus
2. ACCESS Paratransit.

Per the National Safety Plan (49 CFR 670), and 49 CFR 673, the HPTS is formally adopting the processes and standards of SMS. The SMS is appropriately scaled to the size, scope, and complexity of the agency based on the SMS assessment and implementation strategy identified in the SMS Assessment / Analysis Report and SMS Implementation Plan. Copies of these documents can be available upon request to HPTS's Transit Manager / Accountable Executive.

SMS is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards. The process offers a means to reduce the potential for public transportation accidents by integrating safety into all aspects of a transit system's activities, including planning, design, construction, operations, and maintenance.

SMS builds on the public transportation industry's three (3) decades of experience with system safety by bringing management processes, integrated data analysis, and organizational culture more squarely into the industry's overall risk management framework. SMS is a management approach that provides processes that ensure each public transportation agency, no matter its size or service environment, has the necessary organizational structures, accountabilities, and policies and procedures in place to direct and control resources to manage safety optimally. When systematically applied, the SMS approach provides a set of decision-making tools that allow transit agencies to prioritize safety and establish sound transit asset management when making informed operating and capital investment decisions.

SMS combines established system safety engineering principles with advanced organizational management techniques, and supports continuous improvement in safety performance through a positive safety culture founded on four (4) key components and 11 sub-components:

Safety Management Policy
- 1.1. Safety Management Policy Statement
- 1.2. Safety Accountabilities and Responsibilities
- 1.3. Integration with Public Safety and Emergency Management
- 1.4. SMS Documentation and Records

Safety Risk Management
- 1.1. Hazard Identification and Analysis
- 1.2. Safety Risk Evaluation

Safety Assurance
- 1.1. Safety Performance Monitoring and Measurement
- 1.2. Management of Change (Not Applicable)
- 1.3. Continuous Improvement (Not Applicable)

Safety Promotion
- 1.1. Safety Communications
- 1.2. Competencies and Training

Requirements for an agency to adopt an SMS were effective on July 19, 2019, when the prior regulations, 49 CFR 659, were superseded by 49 CFR 673: Public Transportation Agency Safety Plan. The new rule requires public transit agencies to develop and implement a PTASP using the four (4) components of SMS. Through 49 CFR 673 and section 5329(d)(1) of title 49, U.S.C., requires each transit agency that receives certain FTA funding to certify that it has established a comprehensive PTASP.

3.0 Program Administration

The following section will describe how HPTS will maintain SMS documentation and ensure all SMS documentation will be maintained for no less than three (3) years after this PTASP has been approved. Other critical processes supporting the SMS, but not specific to the PTASP are included within those process specific documents.

3.1 PTASP Schedule

The following schedule will be used to ensure the PTASP is implemented, reviewed, and maintained in accordance with federal requirements.

Table 1: PTASP Management Schedule

Milestone	Schedule
PTASP Initial Certification	*November 18, 2020*
Annual Revisions	*February 28*
Ongoing Revisions	*30 Days prior to effective date*
Pre-Revenue, Capital Projects	*180 Days Prior to Revenue Service*

3.2 Document Control and Updates

Based on the requirements of 49 CFR Parts 673, HPTS is required to submit upon request its PTASP to the FTA. All operating rules, procedures, and materials referenced in the PTASP should also be submitted along with the PTASP to ensure an efficient and complete review of the safety program.

The TSO will develop and manage the review processes of the PTASP in coordination with other key staff members. It will be the TSO's responsibility to ensure proposed changes from the findings and recommendations of internal safety audits, incident, accident and hazard investigations, corrective action plans, changes in regulations, system modifications and expansions, transit industry advancements, technology advancements and changes in operating conditions are incorporated, as needed.

3.2.1 Annual Revisions

Per the FTAs requirements, HPTS will review the PTASP at least annually and make any modifications as needed to ensure that the plan is current and accurate. HPTS will retain a current PTASP version and provide upon FTA request. Each updated draft PTASP should include a summary identifying and explaining the changes. No changes to the PTASP should also be indicated in the review and approval process.

This PTASP will be updated as relevant organizational or process changes occur and at a minimum annually.[3] In addition, HPTS will maintain its PTASP in accordance with recordkeeping requirements[4] and will maintain its relevant SMS documents and those referenced herein for a minimum of three (3) years after they are created.

3.2.2 Ongoing Revisions

The PTASP is a living document that governs safety compliance for HPTS Fixed-Route Bus, and Paratransit systems including meeting all internal and external requirements. As such, changes to the operating system may require changes to the PTASP. Changes may also be required from external audit findings, internal reviews, investigations, or changing trends in safety and security data and information analysis.

Revisions to the PTASP initiated by HPTS will be retained in compliance with the recordkeeping requirements.

3.3 Authority

HPTS is the public transportation provider for the City of High Point. As a public transit provider in the state of North Carolina, HPTS transports customers within the city limits of the City of High Point, within Guilford and Randolph Counties, on fixed-route buses and paratransit vehicles. HPTS serves the City of High Point and is considered a small-urbanized area. The system is governed by the High Point City Council.

3.3.1 Federal Transit Act

In response to congressional concern regarding the potential for catastrophic accidents and security incidents on rail transit systems, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) added Section 28 to the Federal Transit Act (codified at 49 U.S.C. Section 5330). This section requires the FTA to issue a rule creating the state-managed oversight program for rail transit safety and security.

The FTA published the revised Rail Fixed Guideway Systems: State Safety Oversight Rule on April 29, 2005, codified as 49 CFR Part 659, subsequently referred to as State Safety Oversight Rule. Only those states with RFGPTS meeting the definition specified in Part 659 was required to comply with the FTA's State Oversight Rule revisions. On March 16, 2016, the FTA published a new State Safety Oversight Rule, 49 CFR 674, which went into effect on April 15, 2016. Three (3) years after this date, on April 15, 2019, Part 674 went into effect, superseding 49 CFR 659.

Public transportation safety requirements are defined in 49 CFR 673, requiring HPTS to develop a PTASP by July 20, 2020, with FTA enforcement activity *extended until July 21, 2021* (due to the COVID-19 pandemic). which further requires the Rail Transit Agency (RTA) to establish and implement an SMS. The PTASP and any subsequent updates are to be signed by the Accountable Executive and approved by the High Point City Council, and subsequently certified annually by the HPTS. Further requirements of part 673 require compliance with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C).

[3] 49 CFR 673.11(a)(5)
[4] 49 CFR 673.11(c)

3.3.2 Accountable Executive

The Accountable Executive for HPTS is the Transit Manager. The Accountable Executive is the single identifiable person who:[5]

- Has ultimate responsibility for carrying out the PTASP of a public transportation agency.
- Responsibility for carrying out the agency's Transit Asset Management Plan; and
- Control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP and Transit Asset Management (TAM) Plan.

In addition to these responsibilities, the Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented. Additionally, the Accountable Executive must ensure action is taken, when necessary, to address substandard safety performance of the agency. The TM/Accountable Executive may delegate specific safety responsibilities; however, they are ultimately accountable for the agency's safety performance.

3.3.3 Transit Safety Officer

HPTS's Transit Safety Officer (TSO) is designated by the Accountable Executive as the SMS Executive, and holds a direct line of reporting to the TM/Accountable Executive. [6] Overall, the TSO/SMS Manager has the authority and responsibility for the day-to-day implementation and operations of the SMS program. Due to the size of the organization, the SMS Manager does maintain oversight of HPTS's security functions as well, as authorized by FTA guidance.

4.0 System Overview

The HPTS Transit System (HPTS) is a municipal transit service established in 1975. It provides transit service within the city limits of High Point, North Carolina. A division of the City's Transportation Department, the transit system is governed by the Mayor and City Council of High Point. The day-to-day operation of the transit system is the responsibility of the Transit Manager who reports to the Assistant Transportation Director. The population of the HPTS service area is approximately 116,065.

HPTS directly operates fixed-route, micro-transit and paratransit service. HPTS operates a network of twelve (12) fixed bus routes with a timed-transfer network oriented at HPTS's Broad Avenue Terminal. Bus service is provided weekdays from 5:45 a.m. to 6:35 p.m. Saturday service is operated from 8:45 a.m. to 5:15 p.m. There is no service on Sundays. HPTS began directly operating a limited pilot micro-transit service in March 2025 using excess capacity on existing demand response vehicles. HPTS's ADA complementary paratransit service, known as ACCESS, is operated during the same days and hours of service as the fixed-route service.

The base adult fare is $1.25. A reduced fare of $0.50 is offered to senior citizens (60 years or older), persons with disabilities, Medicare cardholders, students with school ID and veterans during all hours. The fare for ADA paratransit service and micro-transit is $2.50.

HPTS operates a fleet of 17 buses for fixed-route service. HPTS also has a fleet of six light transit vehicles that are operated for ACCESS service. The Operations Center is located at 716 West Martin Luther King, Jr. Drive in High Point. Service is oriented around the Broad Avenue Terminal located in downtown High Point. Both of these facilities were constructed with FTA assistance.

[5] 49 CFR 673.23(d)(1)
[6] 49 CFR 673.23(d)(2)

In addition to directly operating HPTS, the City provides funding for the Piedmont Authority for Regional Transportation (PART) regional express bus service for people traveling between High Point, Greensboro, and Winston-Salem. PART Express travels between each city's downtown transit center to the PART Regional Hub. From the regional Hub, PART shuttles provide a link for passengers to get to work or other destinations in and around the airport area and Piedmont Center. These complimentary shuttles are provided Monday through Friday.

The City's National Transit Database Report for fiscal year (FY) 2025 provided the following financial and operating statistics for its fixed-route and ADA complementary paratransit service:

Table 2: Agency Profile

Operating Statistic	Fixed-Route Service	ADA Complementary Paratransit Service
Unlinked Passengers	496,577	15,885
Revenue Hours	22,324	8,198
Operating Expenses	$4,120,607	$963,296

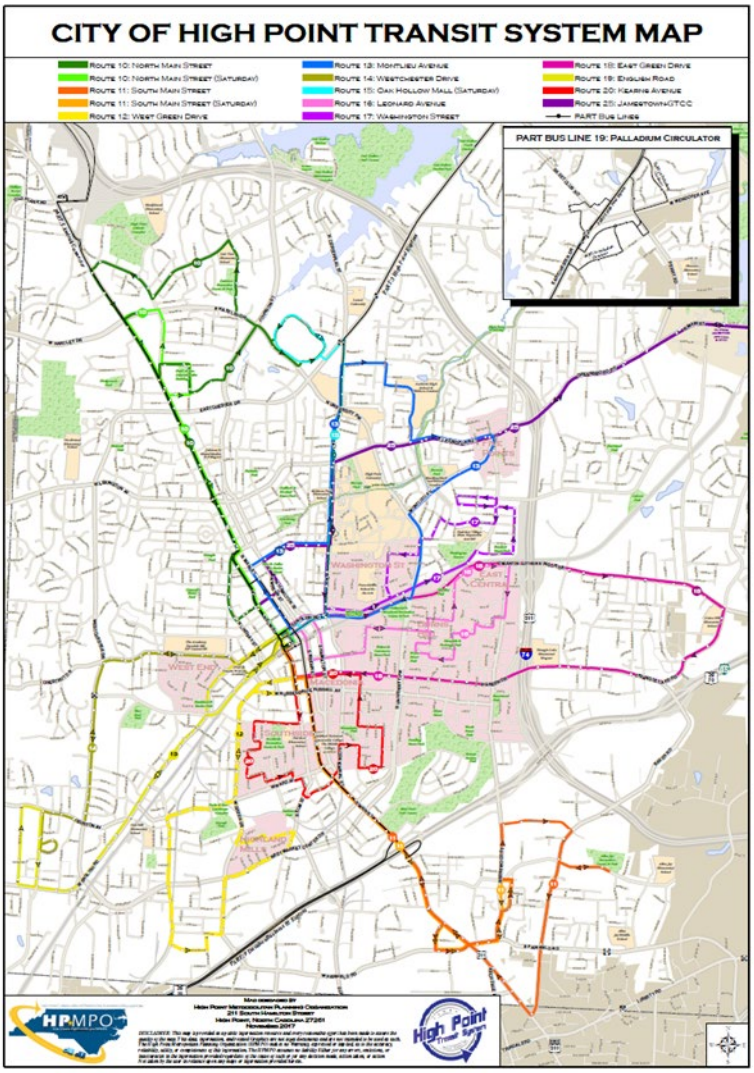


Image 1: HPTS System Map

4.1 Vehicle and Facilities

High Point Transit utilizes four (4) facilities to support its operations.

Administrative offices, employees' lounge, training/conference room, money counting room, vehicle maintenance bays and mechanical work areas, and parts storage rooms occupy the largest of the three main facilities, the Administration Building. Detached from it is a vehicle wash bay that is located near the Administration Building and at the back of the property, adjacent to the bus parking lot. A third building has 6,000 square feet of space (3,000 square feet of offices and 3,000 square feet of open space for warehousing) and is used by HPTS for the paratransit operations offices and has a small meeting room/employee lounge, file storage, and a fitness center and shower room. The warehouse spaces house larger spare parts items, tires, and miscellaneous equipment.

The fourth facility is the Broad Avenue Terminal.

All of the facilities are brick construction.

A chain-link fence surrounds the premises of the Administration Building and the Wash Bay. Automated gates were installed in Spring 2020 allowing only authorized vehicles access.

HPTS currently has three (3) physical locations for providing operations and service:

1. **Administrative Building – 716 West Martin Luther King Drive, High Point, NC**
2. **Paratransit Operations Center – 718 West Martin Luther King Jr Drive, High Point, NC**
3. **Broad Street Terminal – 201 West Broad Street, High Point, NC**

4.2 Rolling Stock

HPTS has a total of 31 vehicles within its asset inventory. The fleet count is in the table below, and is inclusive of out-of-service vehicles:

Table 3: HPTS Fleet Count

Vehicle Type	Count
Bus Fixed-Route	17
ACCESS Paratransit Vehicles	7
Service Vehicles, Non-Revenue	7

Part B: Safety Performance

MAP-21 transformed the means by which transit agencies monitor and improve their overall performance by establishing safety management structures and asset management program. Through the establishment of goals, measures, targets and plans, performance management refocuses the attention of agency leadership on accountability and transparency, which improves decision-making capabilities through performance-based planning. By defining attainable Safety Performance Targets (SPT), HPTS will increase its capacity to monitor and evaluate its safety performance, which will facilitate more effective resource investments.

5.0 Safety Performance Targets

HPTS's SPT are based on the Safety Performance Criteria (SPC) defined by the NSP as required in 49 CFR 670, Subpart D.[7] In addition to the requirements set forth in the NSP, the safety performance targets for System Reliability correlate to the requisites identified in 49 CFR 625 for the agency TAM, which is further referenced in the NSP. In accordance with 49 CFR 670, the following Performance Criteria are measured:

1. **Major Events and Major Event Rate**
2. **Collision Rate**
3. **Pedestrian Collision Rate**
4. **Vehicular Collision Rate**
5. **Fatalities and Fatality Rate**
6. **Transit Worker Fatality Rate**
7. **Injuries and Injury Rate**
8. **Transit Worker Injury Rate**
9. **Assaults on Transit Workers and Rate of Assaults of Transit Workers**
10. **System Reliability**

To define SPT rates, HPTS must first identify its Safety Performance Indicators (SPI). SPIs are specific data points that must be monitored to track the agency's overall safety performance. SPIs illustrate the ability for HPTS to fulfil its SPTs. Data sets that support performance metrics include, but are not limited to:

[7] 49 CFR 673.11(3)

Table 4: Safety Performance Indicators [8]

Safety Performance Target Criteria	Safety Performance Indicators	SPI Examples (rates)
1. Major Events Total number of reportable safety and security events and rate per total vehicle revenue miles, by mode.	A total of all reportable events.	*a) Fatalities* *b) Injuries* *c) Assaults*
2. Collisions Total number of reportable collisions and rate per total vehicle revenue miles, by mode	A. Vehicular Collisions B. Pedestrian Collisions	*A. Vehicular Collisions* *B. Pedestrian Collisions*
3. Fatalities Total number of reportable fatalities and rate per total vehicle revenue miles, by mode.	A. Bus Fatalities B. Paratransit Fatalities C. Employee Fatalities	*a) Suicides* *b) Workplace Accidents* *c) Collisions*
4. Injuries Total number of reportable injuries and rate per total vehicle revenue miles, by mode.	A. Bus Passenger Injuries B. Paratransit Passenger Injuries C. Employee Injuries	*a) Onboard vehicles* *b) Within a facility/station*
5. Assaults Total number of reportable assaults and rate per total vehicle revenue miles, by mode.	A. Assaults on Employees/Contractor B. Assaults on Operators C. Assaults on Other Transit Staff	*a) Verbal Assault* *b) Spitting* *c) Striking*
5. System Reliability Mean distance between major mechanical failures, by mode.	A. Fixed-Route Failures B. Paratransit Failures	*a) Vehicle failure* *b) Other System Failures*

For all SPT rates, the total number of events will be multiplied by 100,000 Vehicle Revenue Miles (VRM). then divided by the total number of VRMs traveled in the previous year. Therefore, the equations to determine the event rate is as follows, unless otherwise specified below:

Figure 1: "Current" Rate Equation

$$\textbf{\textit{MODE} EVENT RATE} = \frac{\text{EVENT COUNT} \times 100{,}000 \text{ VRM}}{\text{TOTAL NUMBER OF (\textit{MODE}) REVENUE MILES}}$$

[8] The thresholds for *reportable* fatalities, injuries, and events are defined in the NTD Safety and Security Reporting Manual

Once the actual event rate is established, HPTS will use any of the following strategies to establish the initial SPT per the NSP:

1. Five -Year Trends
2. Number and Rate Reduction
3. Benchmarking

HPTS will benchmark data on a quarterly basis and make annual comparison of their data points to the same quarter previous year. For Bus and Paratransit services, a number and rate reduction will be used to establish an SPT per event type. In other terms, HPTS may establish a percentage threshold for event reduction, determined through organizational goals and objectives.

SPTs will be made available to state agencies upon request to assist in planning processes. This includes members of the Metropolitan Planning Organization (MPO). The Accountable Executive and SMS Manager will coordinate, to the greatest extent possible, with the MPO staff to review HPTS's SPTs in support of transit improvement efforts.

5.1 Major Events

Major events are all safety and security major events as defined by the National Transit Database.

Table 5: Major Event Rate by Mode

Major Events	**Count** *(Total)*	**Total VRM 2025**	**Current** *(See equation above)*	**Target 2026** *(See equation above)*	**Variance** $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	4	344,334	1.16	2.33	2.01
ACCESS Paratransit	0	82,322	0	1.27	0

5.2 Collision Rate

This includes all the collisions reported to the National Transit Database.

Table 6: Collision Rate by Mode

Collision Rate	**Count** *(Total)*	**Total VRM 2025**	**Current** *(See equation above)*	**Target 2026** *(See equation above)*	**Variance** $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	.75	0
ACCESS Paratransit	0	82,322	0	.15	0

5.3 Pedestrian Collision Rate

This includes all pedestrian collisions reported to the National Transit Database.

Table 7: Pedestrian Collision Rate by Mode

Pedestrian Collision Rate	**Count** *(Total)*	**Total VRM 2025**	**Current** *(See equation above)*	**Target 2026** *(See equation above)*	**Variance** $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	0	0
ACCESS Paratransit	0	82,322	0	0	0

5.4 Vehicular Collision Rate

This includes all vehicular collisions reported to the National Transit Database.

Table 8: Vehicular Collision Rate by Mode

Vehicular Collision Rate	**Count** *(Total)*	**Total VRM 2025**	**Current** *(See equation above)*	**Target 2026** *(See equation above)*	**Variance** $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	.75	0
ACCESS Paratransit	0	82,322	0	.15	0

5.5 Fatality Rate

A reportable fatality is a death due to a:

1. Collision, including suicides
2. Fire
3. Hazardous Materials Spill
4. Act of God (i.e. hurricane, earthquake)
5. Other safety events

Fatalities that occur because of illnesses or other natural causes - including individuals who are found deceased, are not reportable and are thus are not required to be measured as part of the Safety Performance criteria.

Table 9: Fatality Rate by Mode

Fatality Rate	Count *(Total)*	Total VRM 2025	Current *(See equation above)*	Target 2026 *(See equation above)*	Variance $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	0	0
ACCESS Paratransit	0	82,322	0	0	0

5.6 Transit Worker Fatality Rate

A reportable fatality of a transit employee/contractor, transit vehicle operator and other transit staff is a death due to a:

1. Collision, including suicides
2. Fire
3. Hazardous Materials Spill
4. Act of God (i.e. hurricane, earthquake)
5. Other safety events

Fatalities that occur because of illnesses or other natural causes - including individuals who are found deceased, are not reportable and are thus are not required to be measured as part of the Safety Performance criteria.

Table 10: Transit Worker Fatality Rate by Mode

Transit Worker Fatality Rate	Count *(Total)*	Total VRM 2025	Current *(See equation above)*	Target 2026 *(See equation above)*	Variance $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	0	0
ACCESS Paratransit	0	82,322	0	0	0

5.7 Injury Rate

An Injury is defined as harm to a person, requiring that person to be transported from the scene of an incident to a hospital or medical facility for treatment. This includes any damage or harm to people that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. Reportable events further require monitoring of serious injuries as well as injuries where an individual seeks medical care several hours after an event, or in the days following an event. The Injury Rate is thus based on NTD Reporting Criteria.

Table 11: Injury Rate by Mode

Injury Rate	**Count** *(Total)*	**Total VRM 2025**	**Current** *(See equation above)*	**Target 2026** *(See equation above)*	**Variance** $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	.67	0
ACCESS Paratransit	0	82,322	0	0	0

5.8 Transit Worker Injury Rate

An Injury is defined as harm to a person, requiring that person to be transported from the scene of an incident to a hospital or medical facility for treatment. This includes any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. Reportable events further require monitoring of serious injuries as well as injuries where an individual seeks medical care several hours after an event, or in the days following an event. The Injury Rate is thus based on NTD Reporting Criteria.

Table 12: Transit Worker Injury Rate by Mode

Transit Worker Injury Rate	**Count** *(Total)*	**Total VRM 2025**	**Current** *(See equation above)*	**Target 2026** *(See equation above)*	**Variance** $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	0	344,334	0	.67	0
ACCESS Paratransit	0	82,322	0	0	0

5.9 Assaults on Transit Workers Rate

This includes all assaults on transit workers as defined by the NTD. Assaults are defined as when someone intentionally or recklessly endangers a transit worker while they a performing their duties. This can include physical contact, threats or intimidation.

Table 13: Assaults on Transit Workers Rate by Mode

Assaults on Transit Workers Rate	Count *(Total)*	Total VRM 2025	Current *(See equation above)*	Target 2026 *(See equation above)*	Variance $= \frac{Target\ Rate}{Current\ Rate}$
Bus Fixed Route	4	344,334	1.16	.51	.44
ACCESS Paratransit	0	82,322	0	0	0

5.10 System Reliability

Safety and performance of the HPTS are collectively dependent, in part, on the condition of its assets. When transit assets are in a state of disrepair, the likelihood of consequential event occurring increases, as well as the likely impact against the system. Therefore, system reliability metrics illustrates the relationship between safety and the asset condition. The data collected for system reliability should support and provide input into HPTS's TAM.

System Reliability is thus calculated through the following equation:

$$\textbf{System Reliability } \textit{(By Mode)} = \frac{\text{Revenue Miles Operated } (\textit{By Mode})}{\text{Number of Major Mechanical Failures}}$$

Table 14: System Reliability Rate by Mode

System Reliability	Count *(Total)*	Total VRM 2025	Current *(See equation above)*	Target 2026 *(See equation above)*	Variance $= \frac{Target}{Current}$
Bus Fixed Route	17	344,334	20,255	28,561	1.41
ACCESS Paratransit	2	82,322	41,161	30,109	.73

6.0 Metropolitan Planning Organization

HPTS will coordinate with the High Point Urban Area Metropolitan Planning Organization (HPMPO) by making its safety performance targets available to aid in the planning process.[9]

6.1 HPMPO History

The first thoroughfare plan for the High Point area was adopted in 1962. It was based on a 1960 origin and destination study and included High Point, Jamestown, Archdale, and part of Guilford County.

In 1965, comprehensive planning was formalized by a Memorandum of Understanding between High Point, Jamestown, Guilford County, and the North Carolina State Highway Commission, in cooperation with the United States Department of Commerce Bureau of Public Roads, which established a Technical Coordinating Committee.

The High Point Urban Area Thoroughfare Plan was updated in 1968 and revised in 1977, based on a 1973 origin and destination study. A Thomasville Thoroughfare Plan was developed in 1969.

In the 1970's, Archdale, Thomasville, Davidson County and Randolph County were formally added to the High Point Urban Area MPO, the City of High Point was designated as the lead planning agency, and a Transportation Advisory Committee was established.

The High Point Urban Area Thoroughfare Plan was updated in 1980, revised in 1982 and updated again in 1989. Since that time, the City of Trinity was added to the MPO in 1999 and Forsyth County was added in 2003.[10][11]

6.2 HPMPO Responsibility

The High Point Urban Area Metropolitan Planning Organization (HPMPO) is responsible for an on-going, cooperative effort by local, state, and federal governments to do the following:

- Identify transportation needs by analyzing existing conditions and trends and make projections of future changes.
- Provide a factual basis for public policies and goals to meet the needs of people and their organizations.
- Prepare a plan in which streets, public transit, highways and other means of moving people and goods are properly related to plans and programs for the physical, social, economic and environmental development of the High Point urban area.
- Maintain a continuing, cooperative and comprehensive planning process that will enable plans to be kept up-to-date to meet changing conditions and enable the region the qualify for federal transportation funds[12].

[9] 49 CFR 673.15
[10] https://www.highpointnc.gov/268/HPMPO-History
[11] 49 CFR 673.15(b)
[12] https://www.highpointnc.gov/261/HPMPO

MEMBER JURISDICTIONS

- Archdale
- Denton
- High Point
- Jamestown
- Lexington
- Thomasville
- Trinity
- Wallburg
- Davidson County
- Forsyth County
- Guilford County
- Randolph County
- NCDOT Divisions 7,8,9

Part C: Safety Management Policy

Component 1 of the SMS structure is the Safety Management Policy.[13] The Safety Management Policy is the keystone of HPTS's SMS and provides direction for effective Safety Risk Management, Safety Assurance, and Safety Promotion. Per 49 CFR 673, HPTS must establish the following sub-components of the Safety Management Policy:

- *673.23(a)* Safety Management Policy Statement.
- *673.23(a)* Organizational Accountabilities and Responsibilities.
- *673.23(b)* Employee Reporting Program
- *673.11(6)(b)* Integration with Public Safety and Emergency Management
- *673.23(d)* Accountabilities and Responsibilities
- *673.31* Documentation and Recordkeeping

The Safety Management Policy thus assists in assuring management's involvement and commitment to the SMS and agency-wide safety improvement, by laying out the policies and procedures required to carry out the SMS. This is only accomplished through a clearly defined statement that defines the organizational structures, effectively identifies accountabilities, and SMS planning efforts.

HPTS's Safety Management policy will be communicated throughout the organization.

7.0 Safety Management Policy Statement

The mission of the High Point Transit System (HPTS) is to provide a safe and reliable transportation service for the public, healthful and safe working conditions for all HPTS employees, and to comply with all applicable Federal, State, and local laws and regulations.

HPTS is fully committed to SMS and to providing its customers with a safe transportation service, maintaining a strong safety culture, and providing a working environment that ensures the safety and health of its employees and protects the environment. HPTS is further committed to developing, implementing, maintaining, and continuously improving its processes to ensure that all transit service delivery activities occur under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting the established standards. As such, HPTS is placing the management of safety as one of the core business functions of the organization, across all modes of transportation.

It shall be the responsibility of management at all levels of the organization, as well as employees in each division to be accountable for delivery of the highest level of safety performance, beginning with the Transit Manager (TM). Therefore, HPTS is committed to achieving the following objectives:

1. **Supporting** the SMS and the management of safety by providing appropriate resources to support an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as that given to the other management systems of the Agency;
2. **Integrating** the management of safety as part of the primary responsibilities of all HPTS managers and employees.

[13] 49 CFR 673.23

3. **Clearly Defining** accountabilities and responsibilities of all employees and managers alike to uphold the organization's safety performance goals and performance of the Safety Management System (SMS).
4. **Establishing and Operating** a Safety Risk Management process allowing for hazard identification, analysis, and risk evaluation utilizing an employee reporting program as a principal source for information gathering.
5. **Prioritizing** the elimination or mitigation of calculated identified safety risks created by operating conditions or activities, to a level consistent with the Agency's acceptable level of safety performance.
6. **Ensuring** that no action will be taken against any employee who discloses a safety concern through an employee safety reporting program unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed.
7. **Complying** with, or exceeding when possible, legislative, and regulatory requirements and standards.
8. **Ensuring** sufficiently trained and knowledgeable human capital is available to implement the various SMS processes, including as part of service delivery operations.
9. **Ensuring** all employees are provided with adequate and appropriate safety-related information and training, competent in safety management processes and subject, and allocated only tasks commensurate with their skills.
10. **Establishing and Measuring** safety performance against data-driven safety performance indicators and targets.
11. **Continuous Improvement** of safety performance and the SMS through management processes that ensure appropriate safety risk management, assurance, and promotion activities are identified, implemented, and effective.
12. **Ensuring** externally supplied systems and services to support HPTS operations are delivered in a manner to meet safety performance standards
13. **Defining** processes to address conditions when disciplinary actions will be exempt based on the actions of an employee, in support of promoting a positive safety culture.

To implement this Agency Safety Plan (PTASP), HPTS's employees and contractors must focus on the following Safety Management System components:

- **Safety Management Policies** to guide the development, implementation, and maintenance of the SMS processes.
- **Safety Risk Management** process for identifying hazards and analyzing, assessing, and mitigating safety risk to the lowest reasonable level.
- **Safety Assurance** to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Authority meets or exceeds its safety objectives through the collection, analysis, assessment, and trending of information.
- **Safety Promotion** to support SMS, including safety communications and training.

The signed Safety Management Policy Statement can be found on Pages ix and x of this PTASP.

7.1 Safety Goals

The goal of this PTASP is to establish processes and procedures of the SMS that will support the efforts of the organization to provide reliable service. The processes defined in the PTASP will ensure programs effectively address, manage, and monitor safety performance efforts throughout the four (4) components of SMS.

HPTS has established three (3) goals to optimize the SMS and manage its safety risks across all two (2) modes of transportation. These goals aim to certify compliance with the Safety Performance Targets. As the SMS programs matures, the goals and objectives of the Agency may change to accommodate the changing environment.

Table 15: SMS Program Goals

No.	Goal	Responsibility
1.	Establish and maintain a strong SMS across each mode of transportation operated by HPTS that will sustain a safety culture permissive of effective communications, continuous improvement, and risk reduction.	-TM -TSO -Key Staff
2.	Integrate Safety Risk Management processes into organizational efforts, programs, and procedures in an effort to identify, analyze, evaluate, and mitigate hazards to the lowest practical level in an effort to meet Safety Performance Targets.	-TM -Key Staff -Managers / Supervisors -Front Line Staff -Contractors
3.	Establish and maintain a high level of safety for Bus and Paratransit services, consistent with industry practices and all applicable requirements.	-TM -TSO -Key Staff -Managers / Supervisors

7.2 Safety Objectives

HPTS's safety objectives provide greater insight to the safety goals defined above. The objectives will further support HPTS's ability to achieve the SPTs. The objectives will be reviewed and updated annually or as needed.

Table 16: SMS Program Objectives

No.	Objective
A.	Support the SMS and the management of safety by providing appropriate resources to support an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as that given to the other management systems of the Agency
B.	Integrate the management of safety as part of the primary responsibilities of all HPTS managers, supervisors, and employees
C.	Define accountabilities and responsibilities of all employees and managers alike, to uphold the organization's safety performance goals and performance of the SMS

D.	Establish and operate a Safety Risk Management process that allows for hazard identification, analysis, and risk evaluation utilizing an employee reporting program as a principal source for information gathering
E.	Prioritize the elimination or mitigation of calculated, identified safety risks created by operating conditions or activities to a level consistent with the agency's acceptable level of safety performance
F.	Ensure that no action will be taken against any employee who discloses a safety concern through an employee safety reporting program, unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed
G.	Comply with, or exceed when possible, legislative, and regulatory requirements and standards
H.	Ensure sufficiently trained and knowledgeable human capital is available to implement the various SMS processes, including as part of service delivery operations
I.	Ensuring all employees are provided with adequate and appropriate safety-related information and training, competent in safety management processes and subject, and allocated only tasks commensurate with their skills;
J.	Establishing and Measuring safety performance against data-driven safety performance indicators and targets;
K.	Continuous Improvement of safety performance and the SMS through management processes that ensure appropriate safety risk management, assurance, and promotion activities are identified, implemented, and effective
L.	Ensure externally supplied systems and services to support HPTS operations are delivered in a manner to meet safety performance standards
M.	Define processes to address conditions when disciplinary actions will be exempted based on the actions of an employee, in support of promoting a positive safety culture.

8.0 Accountabilities and Responsibilities

This section describes the integration of safety throughout the HPTS's two (2) modes of transportation: Fixed-Route Bus, and Paratransit. It will describe the accountabilities and responsibilities of the Accountable Executive, the TSO, the Leadership Team, and key staff, for their respective departments. Ultimately, the management of safety is an agency-wide function that encompasses all departments and is supported by all departments. All employees play a part in safety, including management and front-line employees.

The organizational charts are located in Appendix A.

8.1 Accountable Executive[14]

The Accountable Executive for HPTS is the Transit Manager and is the single identifiable person who:

- Has ultimate responsibility for carrying out the PTASP of the HPTS
- Communicating the Safety Management Policy to all employees and contractors
- Responsibility for carrying out the agency's Transit Asset Management Plan; and
- Control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP and TAM
- Ensuring adequate resources are available to support the SMS Program
- Continuous monitoring of the SMS program
- Supporting the Employee Safety Reporting Program

In addition to these responsibilities, the Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented. Additionally, the Accountable Executive must ensure action is taken, when necessary, to address substandard safety performance of the agency. The TM/Accountable Executive may delegate specific safety responsibilities; however, they are ultimately accountability for the agency's safety performance.

8.2 SMS Manager

HPTS has designated the Transit Safety Officer as the SMS Manager and the Assistant Transit Manager as the Assistant SMS Manager for the Agency. The SMS Manager will be responsible for oversight of the transit agency's safety function, including, but not limited to:

- Overseeing hazard management practices
- Overseeing transit agency accident investigations
- Coordinating with the CHP Health and Safety Department
- Communicating with leadership and the City Council
- Overseeing the transit agency's safety certification
- Managing internal safety audit programs
- Overseeing the development, implementation, and continuous improvement of SMS processes and activities
- Communicating SMS implementation progress and challenges to the Transportation Director

As part of the SMS implementation process, HPTS SMS Manager, with assistance of the Assistant SMS Manager, will also act in the capacity of the SMS Project Manager to oversee the implementation process. In this role, the SMS Manager will provide leadership of cross-functional groups and support the Accountable Executive's goals and objectives. Responsibilities include the daily management of the transit agency's SMS function during SMS implementation, including, but not limited to:

- Serving as the agency's SMS Subject Matter Expert
- Coordinating Key Staff to support SMS implementation

[14] 49 CFR 673.23(d)(1)

- Procuring technical resources for SMS implementation
- Socializing SMS activities with agency executives and staff as necessary
- Communicating SMS implementation progress and challenges to the management team
- Facilitating the development, implementation, and continuous improvement of SMS processes and activities

8.2.1 Transit Safety Officer

HPTS's Transit Safety Officer[15] is designated by the Accountable Executive as the SMS Manager, and holds a direct line of reporting to the TM/Accountable Executive.[16] Overall, the SMS Manager has the authority and responsibility for the day-to-day implementation and operations of the SMS program and generally does not serve in other operational or maintenance capacities. Due to the size of the organization, the SMS Manager does maintain oversight of HPTS's security functions as well, as authorized by FTA guidance.

Roles and responsibilities of the TSO for Safety and Security include:

- Overseeing the safety risk management process
- Overseeing accident/incident investigations
- Ensuring coordination with other High Point Departments during all applicable program processes, including, but not limited to triennial audits, annual plan certification, CAP
- Communicate and coordinate with other HPTS Leaders and City Departments to ensure continuous safety improvement
- Overseeing safety and security certifications
- Exercise the authority to suspend unsafe operations, as necessary
- Advising the TM, the Safety Committee and other managers, and staff as appropriate, concerning safety and regulatory compliance analyses SMS
- Implement policies and programs that ensure all aspects of the agency are effectively and successfully operating under the overarching umbrella of SMS, and supports the goals, objectives and mission of the System
- Coordinate safety activities and develops programs to support Safety Assurance practices
- Advise and coordinate with all divisions to ensure that all safety and environmental related activities conducted by the divisions are performed in accordance with the PTASP and in compliance with applicable codes and regulations to include implementing the requirements detailed in MAP-21 regulation and 49 CFR Part 673
- Provide analyses of key issues and policy decisions
- Provide direction for Safety Risk Management efforts, safety and environmental policy development, comprehensive accident investigations, compliance reviews, engineering, industrial hygiene studies, and comprehensive occupational safety and environmental management programs
- Establish and maintain effective communication, liaison, and cooperative relationships with federal, state, and local governmental agencies
- Provide oversight of compliance with the standards and regulations
- Assist in the development of effective safety and environmental training and education programs for employees, and as required, for the general public, and contractors.

[15] Pending filling of the Transit Safety Officer position, current vacant and held by the Transit Manager
[16] 49 CFR 673.23(d)(2)

- Supporting the develop and management of HPTS's SMS, by providing technical assistance to identify trends in implementation success and program monitoring
- Supporting the development and monitoring of HPTS's Safety Assurance function, including identification, and updating of safety performance measure thresholds required in the NSP.
- Conducting comprehensive analyses to determine if safety risk mitigations are implemented, adhered to, appropriate, effective, and sufficient in addressing the potential consequences of identified hazards and vulnerabilities
- Working collaboratively with HPTS personnel, including managers, supervisors, and frontline staff to identify, analyze, mitigate, and track hazards for rail, bus, and paratransit services
- Working closely with the SSOR and SSOB to identify, analyze, track, and mitigate safety/security issues
- Preparing safety risk analyses to identify trends in safety data that will inform management on means of improving safety strategies of the organization
- Collaborating with HPTS personnel to provide data that will inform the Agency's TAM and State of Good Repair (SGR) objectives
- Supporting the compilation and reporting of safety critical data to oversight authorities including, but not limited to FTA, and the NTD
- Coordinating with all operating departments of HPTS, encompassing Fixed-Route, and Paratransit, to document and track safety events.
- Actively monitor and participate in workplace safety observations, inspections, audits, and other activities designed to support safety oversight and safety performance monitoring of the transit agency's operations and maintenance activities
- Preparing presentations, technical reports, and analyses to department leadership and safety committees illustrating trends in safety and security data as well as the maturity of the SMS
- Producing safety metrics on a monthly basis, or as needed/requested by HPTS management staff and the SMS Steering Committee
- Participating as a member of the Safety Audit team in the administration and execution of the Internal Safety Audit program to ensure adherence to the PTASP, Security and Emergency Preparedness Plan (SEPP), and System Security and Emergency Preparedness Plan (SSEPP), federal, state and local regulations, industry standards and HPTS policies and procedures
- Performing field observations to ensure compliance with safety policies and procedures
- Developing, updating, and maintaining databases relating to SMS programs
- Documenting and monitoring lessons learned from past projects, accidents, incidents, and other relevant safety events to ensure mitigations remain effective and similar scenarios do not repeat
- Managing the tracking and disposition of all HPTS CAPs
- Coordinate with maintenance supervisory personnel to develop and implement a quality assurance (QA)/quality control (QC) program for routine maintenance and Preventative Maintenance Inspection (PMI) activities
- Ensuring adequate response to all incidents, including implementation of the COOP

During the implementation of the SMS, the TSO/SMS Manager will hold the following responsibilities:

- Coordinate with Key Staff to support SMS implementation

- Facilitate the development, implementation, and continuous improvement of SMS processes and activities
- Procure technical and personnel resources for SMS implementation
- Socialize SMS activities with agency managers and staff as necessary
- Communicate SMS implementation progress and challenges

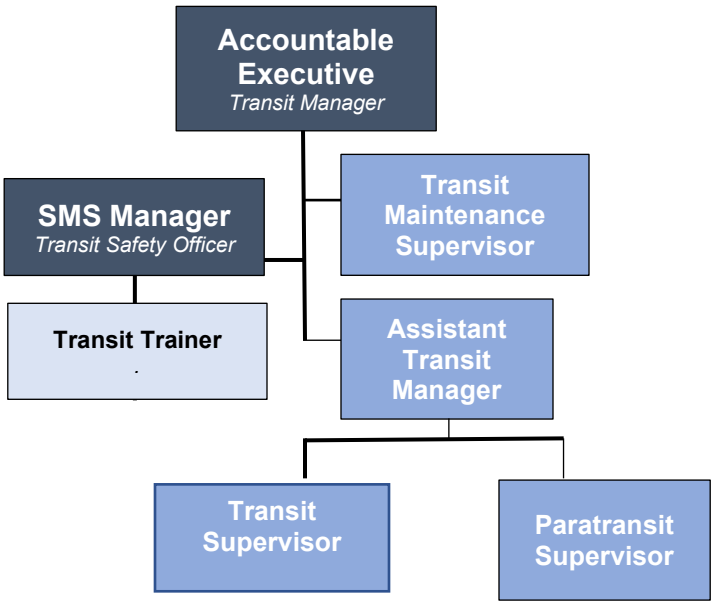
The TSO will rely on the Subject Matter Experts (SME) of each unit to support the development and integration of SMS into the agency that is appropriately scaled and sized to meet the needs of the organization.

8.3 HPTS Management Team

HPTS's Management Team is comprised of the following individuals:

- Transit Manager
- Assistant Transit Manager
- SMS Manager / Transit Safety Officer
- Transit Supervisor
- Transit Maintenance Supervisor
- Paratransit Supervisor

Organizational Structure



The Management Team will support the TSO/ SMS Manager by ensuring safety management practices are incorporated into the agency's operational areas. This includes maintaining accountability for safety performance of their divisions as well as establishing and maintaining clear lines of safety communication to front line staff by means of the SMS Key Staff identified below. Responsibility of the Management Team further includes reasonably designating representatives from operations, maintenance, and other revenue service support functions to serve as SMS Key Staff. Doing so depicts management's oversight of the safety management process, which will entice greater support and training opportunities for staff.

8.4 SMS Key Staff

SMS implementation requires a multi-disciplinary approach involving representatives from the various divisions of HPTS that are familiar with their department's process and practices. SMS Key Staff, including managers, supervisors, and specialists will serve as the subject matter experts representing their department's during the SMS implementation. Their responsibilities include providing insight on how to adapt existing departmental practices to work in concert with the SMS. This will include identifying departmental data and information resources to support the SMS Steering Committee's objectives, as well as ongoing SMS decision making processes. Ultimately, their responsibility will be to identify and provide concerns and solutions for SMS implementation that ensures the program works in tandem with the departmental practices and duties. SMS Key Staff will include, but is not limited to, the following job functions:

Operations
Maintenance
Marketing and Public Outreach
Information Technology
Planning and Scheduling
Human Resources
Finance, Grants, and Procurement
Data Analyst
Safety and Security

Included in the key staff framework are members whose functions include finance, procurement, and budget. SMS implementation requires management's commitment to the proper allocation of resources that support the SMS. Therefore, members from finance and procurement, as well as other key departments, will continuously monitor the needs of the program, assess potential impacts of the SMS to the organization, and support budget monitoring activities throughout implementation and maturity.

The roles identified above may be held by single individuals at HPTS under their normal job duties and responsibilities. A detailed list of SMS Key Staff is illustrated in Figure 2 below.

8.4.1 Assistant Transit Manager

HPTS's Assistant Transit Manager reports the Assistant Transportation Director and is responsible for all fixed-route bus and ACCESS paratransit operations. The Assistant Transit Manager is responsible for ensuring proper and safe conditions exist throughout the HPTS fixed-route bus and ACCESS paratransit system by providing safe working conditions for all transit employees. The Assistant Transit Manager's safety responsibilities include, but are not limited to the following:

- Managing all fixed-route bus operations personnel, including supervisors, operators, run dispatchers, and specialists
- Managing all ACCESS paratransit operations personnel, including supervisors, operators, run dispatchers, and specialists
- Developing and implementing SOP for fixed-route bus operations
- Developing and implementing SOP for ACCESS paratransit operations
- Ensuring personnel are fully trained in and comply with HPTS fixed-route bus and ACCESS paratransit rules, procedures, bulletins, and other directives
- Ensuring adequate capital and personnel resources are allocated to accomplish safety and security goals and objectives of operations activities
- Supporting internal safety audits and other Safety Assurance functions
- Coordinating with the TM and TSO to ensure that all personnel fully document safety, security, and emergency management activities, events, occurrences, and tasks, and that reports on these activities are properly delivered to the TSO
- Ensuring the compliance and cooperation of all management staff with all HPTS fixed-route bus requirements
- Track and maintain data that supports Safety Risk Management and Safety Assurance components of the SMS
- Reviewing, revising, and updating fixed-route bus and ACCESS paratransit rulebooks and SOPs to ensure compliance with current operating conditions, in coordination with the SMS Steering Committee
- Developing, reviewing, and maintaining the operational rules compliance program
- Support, develop, and maintain employee reporting programs for operations employees to report safety events, hazards, and other safety concerns

8.4.2 Transit Maintenance Supervisor

HPTS's Transit Maintenance Supervisor reports to the Transit Manager and is responsible for all facility and vehicle maintenance. The Transit Maintenance Supervisor performs difficult skilled mechanical and technical work in supervising the servicing and maintenance of a variety of

automotive, heavy and specialized equipment; does related work as required. Work is performed under general supervision. Supervision is exercised over all automotive shop personnel.

The Transit Maintenance Supervisor's safety responsibilities include, but are not limited to the following:

- Plans, assigns and supervises the work of mechanics and other workers based on priority of work and available resources
- Monitors preventive maintenance reports and prepares service/repair orders
- Maintaining accurate records of all inspections, maintenance work, work orders, special maintenance activities, and responses to emergencies and accidents/incidents
- Assisting in developing Preventive Maintenance Inspection procedures and ensuring that introduction of new equipment or policies conform to configuration management standards and meet all safety and security requirements
- Gives technical advice and assistance to mechanics and attendants and supervises work on difficult jobs and inspects jobs for adherence to standards
- Answers incoming telephone calls and complaints
- Maintains individual vehicle/equipment records, files copies of completed service/repair orders and stores requisitions, etc., in appropriate files
- Inspects work in process and upon completion
- Manages the ordering of parts and maintains inventory of garage supplies
- Supervises and often performs facility maintenance tasks
- Oversees special projects such as vehicle and maintenance purchases, facility renovations and major repairs
- Selects, trains, motivates and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline
- Maintains the computerized maintenance system and promotes the full use of all of the functionality available within the system
- Monitors radio communications during route times and ensures that all operator inquiries related to the mechanical operation of the vehicle are responded to immediately
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies
- Ensuring the physical security is maintained of all facilities
- Ensuring maintenance facilities are properly equipped for emergency response
- Ensuring maintenance activities for HPTS fixed-route bus and paratransit feed into the Safety Risk Management and Safety Assurance components of the SMS by coordinating with management, staff, supervisors, and operators
- Tracking and identifying KPIs to monitor safety performance and address State of Good Repair requirements as defined in the TAM
- Ensuring all maintenance personnel know and implement all safety, security and emergency management programs, plans and procedures
- Ensuring adequate resources are available to respond to all safety events, including implementation of the COOP for operations and maintenance personnel
- Continuous monitoring of the SMS program
- Supporting the Employee Safety Reporting Program

8.4.3 Transit Supervisor

The HPTS's Transit Supervisor reports to the Assistant Transit Manager and oversees and supervises daily fixed-route transit operations; provides responsible staff assistance to the Assistant Transit Manager; Work is performed under the regular supervision of the Assistant Transit Manager. Supervision is exercised over assistant transit supervisors, transit operators and transit customer service specialists.

The Transit Supervisor's safety responsibilities include, but are not limited to the following:

- Oversee and supervise daily fixed-route employees; lead and participate in the more complex and difficult work of staff including ensuring transit operations are in compliance with the federal Americans with Disabilities Act (ADA)
- Participate in the selection of assigned staff; train assigned employees in their areas of work including methods, procedures and techniques of safe transportation operations
- Maintain attendance, discipline and other personnel records on employees; conduct employee evaluations; investigate, prepare, and conduct counseling and initiate disciplinary as required
- Schedule assigned employees for regularly scheduled and special service
- Ensure customer service specialists maintain facility cleanliness, manage passes and monies, and provide timely and accurate information to the public
- Verify the work of assigned employees for accuracy, proper work methods, techniques and compliance with applicable standards and specifications; Inspect operator uniforms
- Assist with the preparation, distribution and collection of fare boxes
- Participate in the development of policies and procedures; monitor work activities to ensure compliance with established federal and state laws and regulations, and city policies and procedures; make recommendations for changes and improvements to existing standards and procedures
- Respond to and investigate complaints from the general public regarding fixed-route operations; resolve problems in a timely and efficient manner
- Investigate accidents and review accident reports for employee' responsibility
- Coordinate the maintenance, repair and installation of bus route signs, fixtures, benches, and shelters at bus stops
- Develop and distribute announcements and brochures to promote transit services
- Supervise operators and ensure compliance with schedules
- Inspect buses for damages and required maintenance
- Assist with travel training and orientation to riding the bus for new riders
- Oversee route changes or additions due to inclement weather conditions, road closings, or occurrences
- Prepares and maintains various reports
- Assists with other related transit duties as assigned
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies
- Continuous monitoring of the SMS program
- Supporting the Employee Safety Reporting Program
- Assist with ensuring the physical security is maintained of all facilities
- Assist with ensuring all HPTS facilities are properly equipped for emergency response

- Ensuring operations activities for HPTS fixed-route bus feed into the Safety Risk Management and Safety Assurance components of the SMS by coordinating with management, staff, supervisors, and operators

8.4.4 Paratransit Supervisor

The HPTS's Paratransit Supervisor reports to the Assistant Transit Manager and performs responsible technical and clerical work in planning, organizing, coordinating, monitoring and managing the direct operation of the Paratransit operations while ensuring full compliance with Americans with Disabilities Act (ADA) and paratransit rules and regulations. Paratransit operations includes both complimentary ADA service as well as general demand response service for the elderly and services outside the ADA area; does related work as required.

The Paratransit Supervisor's safety responsibilities include, but are not limited to the following:

- Supervises staff including prioritizing and assigning work, conducting performance appraisals, enforcing policies and procedures, making hiring decisions, conducting training, and making disciplinary decisions and recommendations
- Manages the paratransit reservations, scheduling, and dispatching. Troubleshoots issues and concerns with staff. Ensures service compliance with local, state and federal rules and regulations including the Americans with Disabilities Act
- Responsible for the eligibility process to include reviewing applications and conducting in-person and functional assessments as necessary
- Establish policies and procedures for Paratransit operations
- Manage and foster the Paratransit operation's safety efforts and programs; Investigate, prepare reports, and follow up regarding paratransit accidents; Perform post-accident and post-incident risk management activities
- Prepare monthly reports to include ridership, operating statistics for inclusion in local, state, and federal reports
- Participates in the preparation of the annual operating budget, including conducting analysis and forecasting operating revenue
- Manages customer service for paratransit responding to service inquiries and customer complaints. Ensures appropriate investigation and response to issues and problems. Documents resolutions within customer comment software
- Mediates sensitive issues involving paratransit clients using application of pertinent local, State and Federal rules, regulations and laws governing paratransit services
- Coordinate paratransit vehicle maintenance with the Maintenance Supervisor
- Fills in for paratransit services coordinator as necessary to include taking reservations, scheduling, and dispatching trips, recording, and posting operating data including trips, time, mileage, and ridership
- Develops recommendations relating to transportation services
- Coordinates special service activities and requirements with outside agencies; Determines community needs for special services
- Develops marketing programs and strategies for paratransit services
- Drives paratransit trips as needed
- Assists with fixed-route operations as needed
- Other duties as assigned

- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies.
- Developing and implementing SOPs consistent with safety standards and SMS principles
- Ensuring personnel are fully trained in and comply with HPTS's paratransit rules, procedures, bulletins, and other directives
- Ensuring adequate capital and personnel resources are allocated to accomplish safety and security goals and objectives of operations activities
- Overseeing HPTS scheduling efforts to ensure maximum safety is achieved for operators and patrons
- Supporting internal safety audits and other Safety Assurance functions
- Coordinating with the TSO to ensure that all personnel fully document safety, security, and emergency management activities, events, occurrences, and tasks, and that reports on these activities are properly delivered to the TSO
- Tracking and maintaining data that supports Safety Risk Management and Safety Assurance components of the SMS
- Reviewing, revising, and updating paratransit rulebooks and SOPs to ensure compliance with current operating conditions, in coordination with the SSRC
- Developing, reviewing, and maintaining the operational rules compliance program
- Support, develop, and maintain employee reporting programs for operations employees to report safety events, hazards, and other safety concerns

8.4.5 Other SMS Related Key Functions

Other Key Functions required to successfully support the HTPS SMS Program include:

- Human Resources
- Information Technology
- Procurement
- City Safety and Health (General and Construction Occupational Safety and Health)

These above SMS support functions although included in the duties of the High Point Transit System staff are generally supported and resourced by other City of High Point departments.

8.5 Transit Safety Officer

The Accountable Executive has delegated authority to the TSO to develop, implement, and maintain the PTASP in accordance with applicable federal and state regulations and guidelines. Under this direction, policies, procedures, and plans are developed in direct support of the PTASP. This responsibility is shared across HPTS under the authority of the TSO. The TSO will support the efforts of each division, who are independently responsible for supporting the SMS initiatives and implementing cohesive safety and security processes.

8.6 Operations and Maintenance Personnel

Operations and maintenance personnel are responsible in the course of their normal duties for complying with and implementing all HPTS rules and procedures as follows:

- Reporting any safety condition to the on-duty supervisor and/or the safety department
- Contributing ideas and suggestions for improving the safety of conditions or procedures to their immediate supervisor, who will follow up with the Safety and Security Department
- Using individual knowledge and influence to improve safety performance

- Attending safety training and safety meetings
- Reporting accidents and injuries to supervisory and management staff immediately
- Reporting any suspicious activity, persons, or objects observed
- Abiding by the safety rules and regulations
- Having regard for the safety of fellow workers and clients at all times

It is the responsibility of each employee to abide by all rules and regulations and to comply with all laws pertaining to safety and health in the workplace. Safety becomes a shared responsibility between management and the employee and working safely is a condition of employment.

8.7 Contractors

HPTS may retain the services of outside contractors to assist with various aspects of the system's operations and maintenance. All contractors are subject to the requirements of this PTASP and all applicable requirements. The TSO, or their designee will conduct periodic reviews of contractor onsite work practices to ensure compliance with the HPTS's PTASP.

HPTS will require each contractor to assign safety and quality assurance functions to its personnel working on the HPTS property. Based upon the scope of the project the TSO may recommend the assignment of a dedicated contract employee to carry out these tasks. Contractor personnel will work in cooperation with the TSO and conduct a variety of activities in support of this plan, including:

- Reviewing the Original Equipment Manufacturer (OEM) submittals and specifications
- Developing a safety training program for their contractor personnel
- Maintaining compliance with occupational safety standards and guidelines
- Reporting on any and all activities as required by the TSO or HPTS personnel
- Conducting any required safety or security activity deemed necessary by the TSO or HPTS personnel
- Maintaining records consistent with Safety Risk Management and Safety Assurance components

8.8 Frontline Transit Employees

Frontline transit worker representatives play a crucial role in the development and updating of a transit agency's safety plan. Their involvement ensures that the plan is practical, comprehensive, and reflective of the real-world challenges faced by employees. Below is an outline of how their cooperation typically occurs:

- **Participating in Safety Committees**
    - Frontline worker representatives are often included in safety committees or working groups responsible for developing and revising the safety plan.
    - They provide firsthand insights into day-to-day operations, identifying potential hazards and areas for improvement.
- **Conducting Hazard Identification and Risk Assessment**
    - Representatives collaborate with supervisors, safety officers and management to identify operational hazards, assess risks, and propose mitigation strategies.
    - Their direct experience enables them to highlight risks that may not be immediately apparent to management.

- **Providing Feedback on Policies and Procedures**
  - Workers review draft policies and procedures to ensure they are practical and align with operational realities.
  - They suggest adjustments to training programs, safety protocols, and emergency response plans based on their expertise.
- **Engaging in Incident Reviews**
  - Frontline worker representatives may participate in incident investigations and post-incident reviews.
  - Their input helps identify root causes and develop recommendations to prevent future occurrences.
- **Facilitating Communication with the Workforce**
  - Representatives act as a bridge between management and employees, communicating the goals and details of the safety plan to their peers.
  - They gather feedback from the broader workforce and relay it to the safety team for consideration.
- **Advocating for Resources and Training**
  - Frontline workers advocate for necessary resources, such as updated equipment, protective gear, and enhanced training programs, to ensure the safety plan is effectively implemented.
- **Promoting a Safety Culture**
  - By being involved in the safety planning process, representatives encourage a collaborative safety culture where all employees feel empowered to report hazards and contribute to safety initiatives.
- **Reviewing and Updating the Plan**
  - Representatives contribute to periodic reviews of the safety plan, ensuring it remains relevant and adapts to changing conditions, such as new technologies, regulations, or operational practices.

Inclusion of frontline transit worker representatives fosters a collaborative approach to safety planning, leveraging their expertise to create a safer environment for employees and passengers alike.

9.0 Employee Safety Reporting Program

HPTS has established a process that allows all employees, including relevant contract employees, to report safety conditions (including assaults, near misses, unsafe acts and conditions) to senior management.[17] This program is intended to help the Accountable Executive, TSO, and key staff obtain important safety information throughout the agency. The defined Employee Safety Reporting Program (ESRP) is aimed at building a greater level of trust, which will improve HPTS's ability to learn about safety conditions and make meaningful change in collaboration with frontline staff. Therefore, HPTS is committed to ensuring that no action is taken against an employee who discloses a safety concern through an employee safety reporting program, unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed.

HPTS uses its safety committee structure and electronic safety suggestion reporting to allow employees to report safety concerns and suggestions.

[17] 49 CFR 673.23(b)

9.1 Committee Structure

HPTS's SMS committee structure provides an open forum for safety concerns to be communicated, or reported, from the frontline staff through to managers and up towards the Accountable Executive. Similarly, this structure allows management to more uniformly communicate safety and security topics through the organization. The figure below provides the hierarchy of the committee structure, which provides a mechanism for employees to report safety and security concerns.

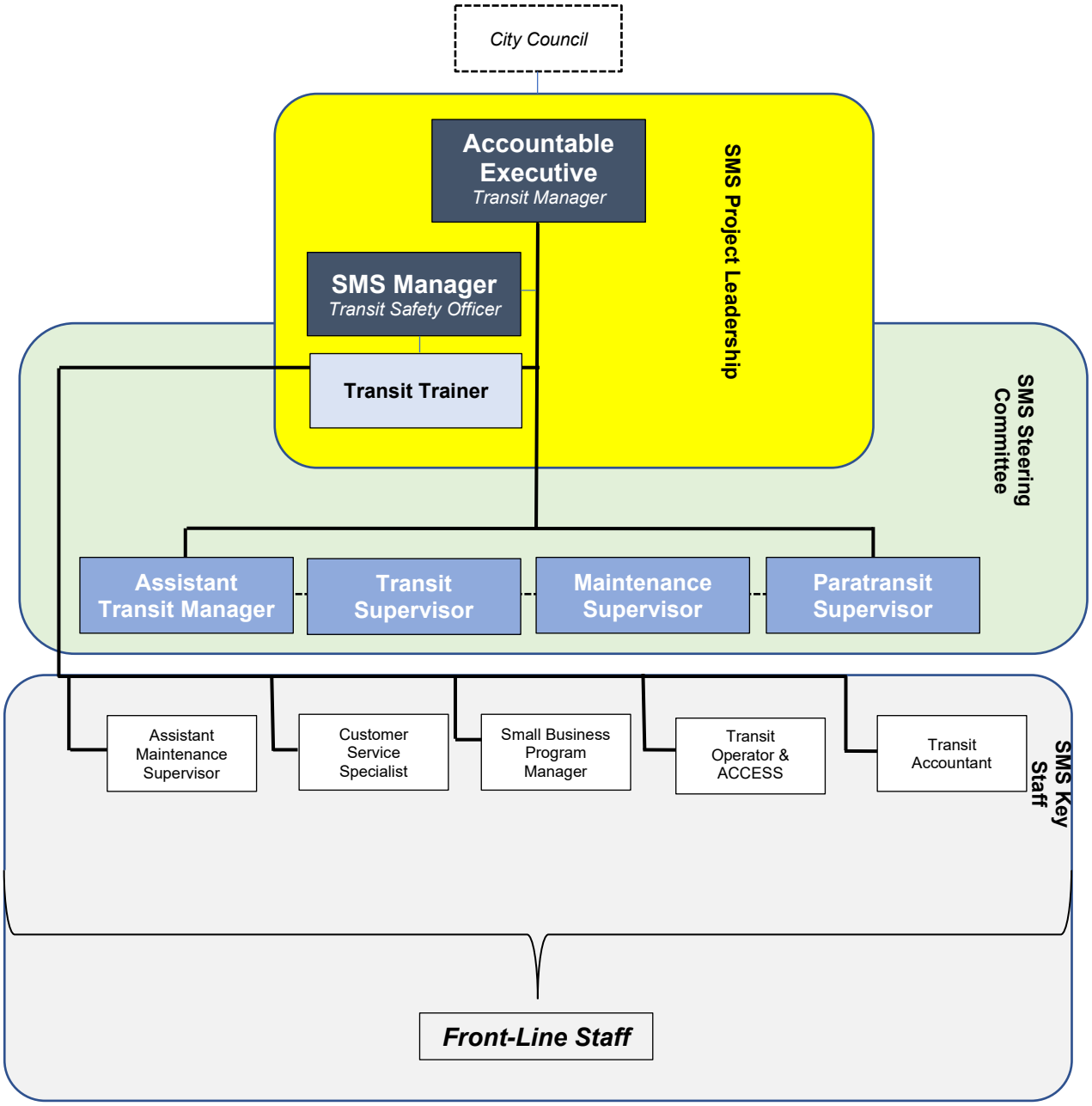


Table 16: SMS Committee Structure

9.1.1 HPTS SMS Steering Committee

HPTS has started up the SMS Steering Committee working in concert with the Transit Manager's Leadership Team meetings. The committee will be comprised of the six (6) managers/supervisors/representatives of fixed route, paratransit, and maintenance. The members should have the experience and knowledge to provide valuable input to directing the HPTS's safety strategies by identifying the appropriate safety performance metrics and objectives. Also sitting on the committee should be the Transit Safety Officer to ensure continuity of information is passed through the SMS Steering Committee.

To ensure SMS is effectively implemented to meet the demands of the organization, the SMS Steering Committee will share a common purpose, while managing the unique needs of each of their departments. More importantly, the Steering Committee will actively support the SMS Manager while the SMS Manager simultaneously supports the needs of the organization's operations. This configuration of the project's framework allows key resources to be allocated to the implementation process to meet the program's demands.

9.1.2 Safety Committee

The Safety Committee is being established in coordination with the SMS Steering Committee and will be chaired by the Transit Safety Officer / SMS Manager. Members of the Safety Committee includes the SMS Key Staff who will further manage implementation within their respective departments.

The Safety Committee will discuss cross-departmental SMS implementation progress, issues, and goals with the primary mission of promoting SMS to the front-line staff level. By comprising the committee of the divisional managers, the Safety Committee will be able to demonstrate the commitment of management to SMS compliance. The Safety Committee will provide updates to the SMS Steering Committee, at least monthly or as needed.

10.0 Integration with Emergency Management & Public Safety

This section describes the process used by HPTS to coordinate emergency management activities, which include meetings with external agencies, emergency planning processes, including emergency exercises, After-Action Reports (AAR) and implementation of findings, revision and distribution of emergency response procedures familiarization training for public safety organizations, and employee training.

Detailed emergency preparedness activities for fixed-route and paratransit systems can be located in the *HPTS System Security and Emergency Preparedness Plan Version 1, May 3, 2019*.

10.1 Emergency Preparedness Responsibilities

The Accountable Executive has designated the TSO as the Emergency Preparedness point of contact for the development and implementation of the HPTS Emergency Management Program (EMP). The TSO has been granted the authority to utilize HPTS resources to develop the Security and Emergency Preparedness Program and to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

Since the High Point Transit System is an entity of the City of High Point, the HPTS is a component of the City Plan. The City of High Point, High Point Transit System Safety and Health Manual

Subject: Emergency Action (January 2026) is hereby incorporated by reference and available for review by authorized parties.

Tasks have been identified to provide direction in implementation of the SSEPP. These tasks are on-going and are considered minimum requirements. Tasks are identified in the matrices below. Also identified are the organizational / participant responsibilities for each task. The table follows the roles and responsibilities found in section 3.3.2 of the SSEPP. The organizational/participant responsibilities for each task, as designated by the following code:

P *Primary Task Responsibility*
S *Secondary or Support Responsibility*
R Review/Comment Responsibility
A *Approval Responsibility*

Table 17: Emergency Preparedness Matrix

Task	TM	TSO	Steering Comm	CHP	Frequency
Conduct Emergency Preparedness Training		P	S	S	As Required
Attend UASI/EMA Meetings		S		P	Monthly
Develop Emergency Response Plans	A	P	R	P	As Required
Review Emergency SOPs		S/R	S/R	R	As Required
Review Emergency Management Trends		P			Daily
Develop Emergency Operations Plans	A	P	S	S	As Required
Review Current Incidents	R	P	S		Daily
Ensuring Integration in the City/County's ERP		P		P	Yearly
Conduct Internal Training Audits	R/A	P	P/S/R		Monthly
External Audits	R	P	S	S	As Required
Emergency Exercises	S	P	S	S	Annually
Liaison with Public Safety Agencies	S	P			Daily

10.2 Evaluation of Emergency Management

HPTS, in cooperation with the CHP, will evaluate its emergency management function by implementing a comprehensive drill and exercise program in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The program will organize various emergency response agencies to critique emergency preparedness activities by simulating scenarios involving HPTS various system components, including infrastructure, vehicles, facilities, and equipment. Drills and exercises HPTS will incorporate include, but are not limited to, the following:

1. **Tabletop Exercise (TTX)**: A TTX is intended to generate discussion of various issues regarding a hypothetical, simulated emergency. TTXs can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. Generally, TTXs are aimed at facilitating conceptual understanding, identifying strengths and areas for improvement, and/or achieving changes in perceptions.
2. **Drills**: A drill is a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills. For example, drills may be appropriate for establishing a community-designated disaster receiving center or shelter. Drills can also be used to determine if plans can be executed as designed, to assess whether more training is required, or to reinforce best practices. A drill is useful as a stand-alone tool, but a series of drills can be used to prepare several organizations to collaborate in a Full-Scale Exercise (FSE).
3. **Full-Scale Exercise (FSE)**: FSEs are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command (UC). In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level.

HPTS will conduct one of the above types of emergency preparedness activities at least once annually. The Agency may also implement other drills and exercises defined in the HSEEP framework and will utilize the exercise methodology illustrated below.

Figure 2: HSEEP Exercise Cycle

Exercise program should be based on a set of strategic, high-level priorities selected by HPTS's SMS Steering Committee. These priorities guide the development of exercise objectives, ensuring that individual exercises build and sustain preparedness in a progressive and coordinated fashion. Exercise program priorities are developed at the Training and Exercise Planning Workshop (TEPW).

10.2.1 After Action Reports

An evaluation will be completed after each exercise to provide HPTS personnel the opportunity to assess the capabilities needed to accomplish a mission, function, or objective. This will be completed through the AAR, which will document key information related to evaluation. The length, format, and development timeframe of the AAR depend on the exercise type and scope. The focus of the AAR is the analysis of core capabilities and will include the following sections:

- Exercise name
- Type of exercise
- Date of the exercise
- Location(s) of the exercise
- Participating organizations
- Mission area(s)
- Specific threat or hazard
- A brief scenario description
- The name of the exercise sponsor and Point of Contact.
- Analysis of Core Capabilities
- Corrective Action Plan(s), as necessary

CAPs will be developed and monitored in accordance with Section 22.

10.3 Meetings with External Agencies

In addition to the SMS Steering and Safety Committee, the TSO will participate in a variety of committees and groups, within the CHP and external agencies to maintain open lines of communication with Public Safety agencies

10.4 Emergency Procedures

HPTS's Emergency Procedures are contained in the bus, and paratransit SOPs, and the various rulebooks. Initial documents will be reviewed as indicated in the proceeding sections and will be evaluated at least annually per HPTS procedures. Emergency procedures will also be evaluated after any event and after the Drills and Exercise program. The TSO will distribute updated documents to the appropriate divisions, personnel, and if necessary, external public safety agencies.

10.5 Emergency Training

Emergency training is the responsibility of the HPTS TSO. The SOPs and operating rules have been developed to provide a basis for training of all employees in their security-related responsibilities. All operations and maintenance personnel are required to undergo emergency response training to ensure they have a thorough understanding of their roles and responsibilities during an emergency. At a minimum, training is provided to HPTS employees based on job description and function. HPTS personnel are also trained for specific threats such as workplace violence and active shooter situations.

Ad-hoc training for internal or external personnel may be performed at the discretion of the TSO, should the need arise, depending on local or international events of a security or emergency response nature, response to a specific credible threat to the system, required corrective action, program enhancement or any other appropriate reason at any time.

10.5.1 Familiarization Training

Periodic, but at least biennially, familiarization and refresher training is provided by HPTS to local emergency response personnel. This training, which is in addition to scheduled tabletop exercises and drills, has included some printed takeaways, covering vehicle access, vehicle emergency equipment, and communications.

10.6 Public Health

10.6.1 Protections from Exposure to Infectious Diseases

During the COVID Pandemic public transit agencies were challenged with being able to provide a public service while ensuring the safety and health of all transit employees. As front-line workers transit employees interact daily with the public within a confined environment. HPTS adopted to changing regulatory guidance and disinfection procedures to protect employees while continuing public transit services to the community. Recognizing the reactive and adaptive response necessary during the pandemic, HPTS understands the importance of a program framework for providing ongoing protections and proactive response during any future public health events.

- As a baseline, continue to follow the Center for Disease (CDC) guidelines for front line workers.
    - Follow any additional guidelines specific to public transit employees from USDOT, FTA and/or NCDOT.

- Ensure bus and facility staff follow HPTS specific cleaning procedures with OSHA approved hospital grade disinfectants.
    - Establish a regular schedule for cleaning buses.
- Follow standard operating procedures for addressing any blood borne pathogens.
    - OSHA Blood Borne Pathogen Regulations 29 CFR 1910.1030.
- Ensure hand sanitizer dispensers are regularly checked and available for use by all employees.
- Ensure protective masks are available for employee use.

11.0 Safety Management Policy Communication

In accordance with 673.29(b), HPTS will ensure that all employees are aware of any policies, activities, and procedures that are related to their safety-related roles and responsibilities. Safety communications may include information on hazards and safety risks that are relevant to the employee's role and responsibilities; explain reasons that HPTS introduces or changes policies, activities, or procedures; and explain to an employee when actions are taken in response to reports submitted by the employee through the employee safety reporting program.

Part D: Safety Risk Management

The FTA's 673 rule requires HPTS to develop and document in its PTASP, a process to identify and resolve hazards for new starts projects, extensions, or modifications of existing systems, operational or environmental changes, or from hazards discovered from employee reports, public complaints, reviews, audits, inspections, and investigations

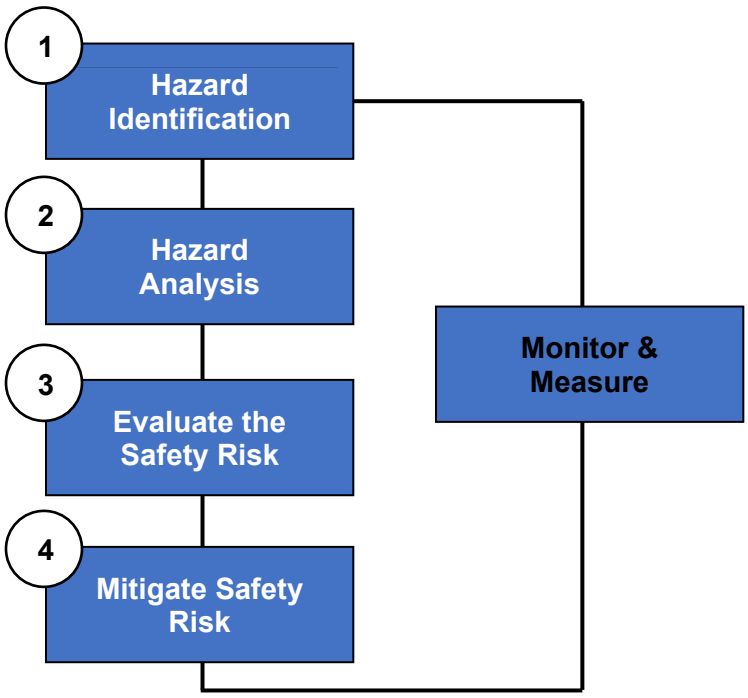
Safety Risk Management (SRM) is an essential process within HPTS's SMS for identifying hazards and analyzing, assessing, and mitigating safety risk. The SRM component has two (2) major sub-components

1. Hazard Identification and Analysis, and
2. Safety Risk Evaluation and Mitigation

The SRM process and its sub-components provides a formal process to systematically identify, evaluate, and mitigate potential hazards associated with the construction, maintenance, and operation of HPTS operating systems for patrons, employees, and the general public. Known hazards are categorized as to their potential severity and probability, analyzed for potential impact, and resolved by design, procedure, warning device, or other methods so they fall within a level of risk acceptable to the HPTS. This process provides HPTS's management team and the necessary information to prioritize decision making efforts.

The following figure provides an illustration of steps used in Safety Risk Management process:

Figure 3: SRM 4-Step Process



The proceeding sections document the risk management process and HPTS's approach to hazard investigations, including the notification and investigation requirements.

12.0 Safety Hazard Identification

49 CFR Part 673 requires transit agencies to establish methods or processes to identify hazards and consequences of hazards. A hazard will inform the agency of what is wrong, while a consequence identifies what could happen. When the HPTS properly identifies and clearly defines hazards, the organization can more easily identify potential consequences that will help management allocate safety resources based on safety risk.

HPTS must include data and information provided by the FTA (e.g., Safety Bulletin, General Directives, Special Directives or Notices). HPTS will also consider outputs of Safety Assurance (SA) activities, such as employee safety reporting programs, event investigations, monitoring of operations and maintenance procedures, or system changes, as sources for hazard and consequence information. HPTS will also consider data and information regarding exposure to infectious diseases provided by the Centers for Disease Control and Prevention (CDC) or a state health authority. HPTS will also consolidate consequence and hazard information in one location for easier sorting and analysis to share information and enable analysis.

HPTS uses a variety of methodologies in identifying hazards on the system, including, but not limited to:

- Employee or patron reports
- Near miss/close call events
- Special/Capital projects/construction activity
- Drills and exercises
- New systems testing
- Safety data trend analysis
- Event investigations
- Discussions and deliberations from safety committee meetings
- Reports from operations and maintenance personnel
- Results from rules compliance checks and evaluations
- Analysis of maintenance data
- Results from facilities and vehicles inspections
- Findings from internal safety and security audits
- Safety concerns identified through Safety Assurance activities

13.0 Safety Risk Analysis & Evaluation

Hazards which are not resolved at the operating, maintenance, or other front-line department level are appropriately investigated by the TSO, assisted by the responsible operations and maintenance department. Investigation findings are documented and reported to the safety committee. Those issues that the safety committee are unable to resolve are escalated to the SMS Steering Committee through the TSO for resolution.

13.1 Hazard Categorization

This involves categorizing identified hazards in terms of each one's severity or consequence and its probability of occurrence. The United States Department of Defense (DoD) Standard Practice for System Safety, Military Standard (MIL-STD) 882 Version E w/CHANGE1, establishes system safety criteria guidelines for determining hazard severity and probability and is the standard relied on by the HPTS in its hazard identification and resolution process.

The hazard severity categories listed below provide the qualitative indication of the relative severity of the possible consequences of the hazardous conditions. HPTS assigns hazard categories based on the "worst-case" event.

Table 18: Severity Categories

Description	Score	Mishap Result Criteria
Catastrophic	**1**	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding $10 Million.
Critical	**2**	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding $1 Million but less than $10 Million.
Marginal	**3**	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding $100,000 but less than $1 Million.
Negligible	**4**	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than $100,000.

Once a hazard's severity has been determined, the analysis will consider the probability, or likelihood the consequences will exist if the hazard is not corrected or controlled. The susceptibility of a location to a hazard occurring is measured using the following table.

Table 19: Probability Categories

Description	Score	Specific Individual Item	Fleet or Inventory
Frequent	**A**	Likely to occur often in the life of an item.	Continuously experienced
Probable	**B**	Will occur several times in the life of an item.	Will occur frequently
Occasional	**C**	Likely to occur sometime in the life of an item.	Will occur several times
Remote	**D**	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur
Improbable	**E**	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible
Eliminated	**F**	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are

			identified and later eliminated.

Together, the hazard severity and probability properties measure the Safety Risk Score and the priority for applying control measures. Using this scale, the TSO, with approval of the Transit Manager, will examine, quantify, and resolve the hazards based on the severity of a potential outcome and the likelihood that such an outcome will occur.

Figure 4: Safety Risk Matrix

Severity / Probability	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A - Frequent	1A	2A	3A	4A
B - Probable	1B	2B	3B	4B
C - Occasional	1C	2C	3C	4C
D - Remote	1D	2D	3D	4D
E - Improbable	1E	2E	3E	4E
F - Eliminated	Eliminated			

1A, 1B, 1C, 2A, 2B	High	Unacceptable
1D, 2C, 3A, 3B	Serious	Undesirable, management's decision is required
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B	Medium	Acceptable, with review by the SSRC
4C, 4D, 4E	Low	Acceptable, without review by the SSRC
F	Eliminated	Eliminated

The results from using the Safety Risk Matrix will then be used to determine whether a hazardous condition should be eliminated, controlled, or accepted. Hazards rated as or "High" must be addressed to control or eliminate the risk to the lowest practical level through the processes defined in section 14.0. Hazards classified as "Serious may be tolerable if it can be demonstrated that its occurrence is highly improbable.

High/Unacceptable: The risk cannot remain and must be mitigated through the HSSRC. The Safety Risk Analysis (SRA) and subsequent analyses will present options for elimination or reductions of high risks.

Serious/Undesirable: The risk should be reduced if at all practical to do so with support from the SSRC. The Safety Risk Analysis (SRA) and subsequent hazard analyses will provide options, where possible, to reduce risks.

Medium/Acceptable, With Review: The risk can be acceptable after review by management and the SSRC. The Safety Risk Analysis will recommend either that the hazard be left as is or be acted upon to further reduce risk. The OSSRC makes final determination.

Low/Acceptable: The risk is acceptable as is and does not require further review. The Safety Risk Analysis will not recommend any action be taken to address a low risk. Final determination is made by the TSO.

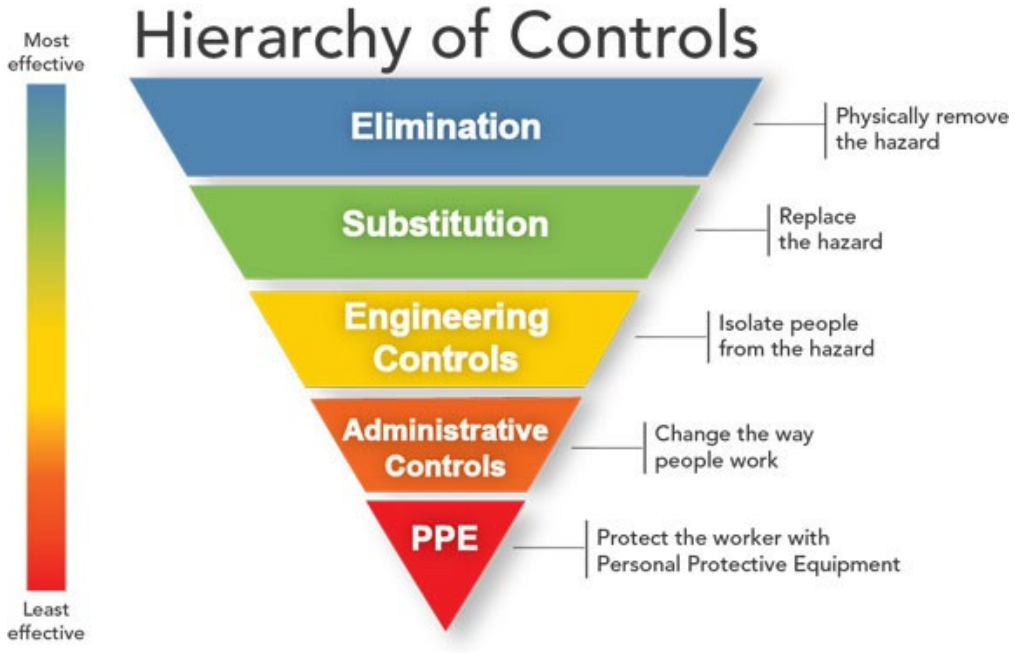
Eliminated: The risk no longer exists.

14.0 Safety Risk Mitigation

49 CFR 673 requires transit agencies to establish methods or processes to identify mitigations or strategies necessary, as a result of agencies' safety risk assessment, to reduce the likelihood and/or severity of the consequences. The goal of risk mitigation is to reduce the assessed risk rating to an acceptable level; however, mitigations do not typically eliminate the risk entirely. HPTS will consider input from SMEs from different departments to ensure that the selected safety risk mitigation is appropriate. Input from multiple sources can help prevent unintended effects, including new hazards.

Hazard control process will follow the Hierarchy of Controls as defined by the National Institute for Occupational Safety and Health (NIOSH).

Figure 5: NIOSH Hierarchy of Controls



A combination of controls may be used when no single method fully protects the system or components of the system. HPTS will use guidance provided by an oversight authority, FTA, CDC or state health authority as a source of safety risk mitigation.

Elimination or Substitution: While most effective at reducing hazards, these methods tend to be the most difficult to implement in an existing process. The core methodology between elimination and substitution is the separation of the hazard from the system or sub-system either by means of removal or modification/replacement. These steps are most effectively implemented at the early stages of a process, and if the process is still at the design or development stage, elimination and substitution of hazards may be inexpensive and simple to implement.

Where some hazards are inherent and cannot be eliminated completely through design, they should be substituted, if possible, to reduce the risk to the lowest acceptable level. This can be accomplished by incorporating, as necessary, fail-safe devices and principles in design, incorporating high-reliability system components, and using redundant or backup hardware and software devices.

Engineering Controls: This methodology is designed to remove the hazard at the source, before it comes in contact with the worker. Well-designed engineering controls can be highly effective in protecting workers and will typically be independent of worker interactions to provide this high level of protection. The initial cost of engineering controls can be higher than the cost of administrative controls or Personal Protective Equipment (PPE), but over the longer term, operating costs are frequently lower, and in some instances, can provide a cost savings in other areas of the process. Examples include reducing exposure to noise through redesigning equipment or infrastructure or increasing air circulation to eliminate heat related stress of workers and patrons.

Administrative Controls and PPE: Administrative controls and PPE are frequently used with existing processes where hazards are not particularly well controlled. Administrative controls and PPE programs may be relatively inexpensive to establish but, over the long term, can be very costly to sustain. Administrative controls essentially change the way people work. This method limits exposure to the hazard rather than removing it. Similarly, PPE does not eliminate hazards and may result in workers being exposed if the equipment fails.

Therefore, these methods for protecting workers have also proven to be less effective than other measures, requiring significant effort by the affected workers. As such, Administrative Controls and PPE should be used as a last resort if the other methodologies are not feasible

15.0 Safety Risk Management Tracking

When a potential hazard is identified, it will be added to HPTS's Safety Risk Log (SRL). The SRL will contain, at a minimum:

- Safety risk description
- Immediate mitigation (if needed)
- Origin of safety risk
- Date safety risk was identified
- Responsible investigator or committee leader
- Safety risk analysis results
- Proposed CAP(s) including all relevant information
- Date safety risk closed

15.1 Hazard Prioritization

All hazards will be prioritized based on the Safety Risk Score calculated during the Analysis and Evaluation process. The score is achieved by combining the Severity rating with its Probability. The greater the score, the higher the hazard's prioritization. Hazard ranked as High/Unacceptable or Serious/Undesirable should be mitigated first, with High/Unacceptable ranking as the greatest. Prioritizing risks will support management in the decision-making process by elevating the hazards and vulnerabilities that need immediate attention to the forefront for action.

15.2 Hazard Acceptance

If it is not possible to reduce a hazard by any means, a decision must be made to accept the hazard or to dispose of the system. This decision is made by the TM, as the AE. The TM has final signatory authority for hazard acceptance. As in all other hazard management activities, full documentation of hazard acceptance will be maintained by HPTS's TSO.

16.0 Hazard Notification

Unacceptable, or High, hazardous conditions must be reported to the TSO and TM/AE. Additional hazards identified by HPTS may also be reportable to the TSO.

16.1 Notification of Unacceptable Hazards

Unacceptable hazardous conditions must also be reported to the TM/AE immediately upon discovery.

16.2 Fatalities & Serious Injuries

The HPTS TSO, TM/AE, and Assistant Transit Manager will be notified immediately of any accidents, incidents, and/or events that involve any HPTS employee / vehicle / and/or occur on HPTS property.

17.0 Cooperation / Coordination with CHP

HPTS employees are expected to cooperate and coordinate, as necessary, with the City of High Point agencies, including police, fire, medical and other city, state, and federal entities investigating an Accident / Incident / Event / Injury within their respective jurisdiction.

Incident / Accident / Event / Injury reports will be completed and submitted, by all involved and witnessing employees to the appropriate supervisor immediately following such Incident / Accident / Event / Injury, provided the employee is physically able to complete the report. If the employee is unable to complete the Incident / Accident / Event/ Injury report immediately following the Incident / Accident / Event / Injury, the report must be filed as soon as possible.

Reports should be inputted in the HPTS TrackIt System.

18.0 Hazardous Materials Program

HPTS will minimize and control the generation of hazardous waste and pollutants to protect the environment. All HPTS activities must comply with applicable federal, state, and city environmental protection laws.

HPTS must follow the City of High Point's Safety Program Manual. The Hazard Communication Policy is included in the CHP Safety Program Manual (January 2011). All employees complete the training programs within the CHP Manual upon employment and annually. These training programs are completed by computer-based training.

Part E: Safety Assurance

Safety Assurance is Component 3 of the SMS framework. It is the process within HPTS's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the HPTS meets or exceeds its safety objectives through the collection, analysis, and assessment of information. This section will describe the activities HPTS will use to monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance. Furthermore, during these processes HPTS will review system functions to identify safety risk mitigations that may require further improvements or are functioning as intended.

19.0 Safety Performance Monitoring & Measuring

Safety Performance Monitoring and Measuring activities are aimed at the quantification of HPTS's safety effectiveness and efficiency during service delivery operations. This is accomplished through a combination defining and tracking SPI to measure HPTS's ability to meet its SPTs. This is a continuous process that aims to provide feedback to the SMS on how well safety performance targets are being met. The data used to monitor and measure the SPT will be supplemented by information collected from SMEs and data input from this process will be reviewed, monitored, and analyzed for trends through various lenses of HPTS's operations (i.e. by mode, department, location, line, day of the week, time of day, employee, etc.). Reports will be then developed, as necessary and provided to HPTS's management staff for review and identification of mitigation if required. Specific SPTs are defined in Part B, Section 6 of this PTASP.

19.1 Safety Data Acquisition and Analysis

It is critical to safety assurance at HPTS that safety-related data is acquired from various sources. Furthermore, analysis and distribution of that data to HPTS management and staff is also critical to ensuring safe operation and performance. Trend analysis is performed on the acquired data as a means of identifying trends in accidents and occupational injuries in order to develop and implement corrective action to predict and prevent further occurrences.

Safety data is collected from numerous sources by HPTS. Sources include but are not limited to the following:

Accident Statistics
Accident/Incident Reports
Claims Reports
Customer Feedback
Daily Activity Logs
Drills and Exercises
Drug & Alcohol Testing
Employee Reporting Program
First Responders
Internal Audits
Maintenance Records
NTSB Reports
Occupational Injury Reports
Public Comment / Concerns
Inspection Reports
Rules Compliance Program
Safety Meetings and Committees
Security Reports
Supervisor Logs

Safety data analysis also involves obtaining technical information from external sources for use in identifying trends and developing and implementing corrective actions. Sources for such data include but are not limited to the following:

- Peer agencies
- American National Standards Institute (ANSI)

- American Public Transportation Association (APTA)
- American Society for Testing and Materials (ASTM)
- Department of Homeland Security (DHS)
- Environmental Protection Agency (EPA)
- Federal Transit Administration (FTA)
- Municipal Statutes and Public Laws
- Safety Data Sheets ("SDS")
- National Fire Protection Association (NFPA)
- National Transportation Institute (NTI)
- Occupational Safety and Health Administration (OSHA)
- Transportation Security Administration (TSA)
- Other transit systems

Other data sources, standards and guidelines will be identified, as they are applicable to the analysis being conducted. The TSO is responsible for ensuring that appropriate and adequate safety data collection is maintained for the operations and maintenance activities and adequate analysis is performed on the data, shared appropriate system-wide and acted upon to predict and prevent adverse events for safety assurance purposes.

19.1.1 Access to Data

All departments are charged with providing analysis of internal data as requested by the TSO. The data is indicated in the table above. Please note this is not an exhaustive list, but simply a basic guideline. The TSO will ensure that each department is aware of the data that it is required to collect, analyze and subsequently provide to the TSO for review, further analysis, and corrective action. Data from individual departments will be made available to the TSO upon request and similarly, the TSO will distribute any data analysis as appropriate to the applicable division(s).

19.1.2 Data Analysis

The TSO will delegate to the Safety Data Analyst the responsibility to track safety-related data to identify trends, including those related to hazards. The data analysis process will involve collaborating with SMEs and the Safety and Security Officers. Identified trends for all data are then analyzed and/or investigated by the TSO or their designee with the cooperation of the appropriate department(s) to determine causal factors.

19.1.3 Safety Performance Indicators

SPI are quantifiable parameters used for monitoring and assessing safety performance and SPT. SPIs should be clearly defined with input on what the indicators are based on data and information provided by the SMEs. More importantly, SPIs should be quantifiable, and measured by using the data provided in Section 5.0. There are two (2) common types of indicators:

> **Lagging Indicators**: Data related to things that have already happened. HPTS will define lagging SPIs using historical data of negative outcomes, such as accidents, incidents, and occurrences.
>
> **Leading Indicators**: Measure conditions that have the potential to become or contribute to a negative outcome before the outcome occurs. Leading indicators can be very valuable because will allow HPTS to monitor precursors to events and offer the opportunity to act before something bad happens.

HPTS will use both lagging and leading indicators to measure and monitor its safety performance and feed the SPTs.

19.2 Investigations of Safety Events

The investigation process is a critical component of the SA function of the SMS and is one (1) indicator to measure safety performance success.

HPTS shall investigate any reportable Accident or Unacceptable hazardous condition, as well as any other safety events as deemed necessary by the agency. The investigation will be documented in a final report that includes a description of investigation activities, findings, identified causal factors, and CAP(s) as necessary. At the discretion of the HPTS management, the final investigation report will be separated in two parts as follows:

- Description of investigation activities, investigation findings, and determination of the most probable cause and additional contributing causes
- Recommendations to prevent recurrence and a corrective action plan, if required

HPTS will investigate Safety Events as summarized below:

1. Each Transit Agency investigation shall be documented in a final report that includes a description of investigation activities, findings, identified causal factors, and CAP(s) as warranted.
2. The investigation report shall be submitted to the TM and TSO within three (3) calendar days following completion of the investigation.
3. HPTS shall provide quarterly status reports to the SMS Steering Committee that document investigation activities and findings.

19.2.1 Investigation Procedure

At a minimum, an investigation must determine the facts relative to the cause of the event, including the identification of causal factors. The investigation must document specific actions that should be taken to prevent or reduce the likelihood further occurrences.

The on-scene investigation will focus on the following tasks:

1. Evaluate the accident scene to determine what occurred, document the final uncontrolled position of employee, type and severity of injury, position of vehicles and equipment involved, and any other relevant situational data
2. Evaluate the accident scene to determine any mechanical, physical, and environmental conditions that may have contributed to the accident/incident
3. Conduct interviews of persons essential to the investigation of the incident, such as the vehicle Operator, witnesses, injured persons, Supervisors, and dispatchers
4. Evaluate what job the employee was performing or assigned to, and whether or not the employee was properly trained and qualified to perform the duty assigned at the time of the accident and incident
5. Make a preliminary assessment whether an unsafe action or unsafe condition contributed to the accident and incident
6. Determine what personal protective equipment was required for the job being performed, whether it was being worn, and whether it was in good condition and proper for hazard protection

The investigator is responsible for the initial investigation of all non-criminal incidents, unless directed otherwise by the TM / ATM / TSO. This includes obtaining information required for the preparation of the Preliminary Investigation Report. In situations where a serious crime has occurred or where HPPD has selected to assume jurisdiction, the investigator will work closely with HPPD personnel to ensure the scene is secured and information is exchanged appropriately. The investigator shall focus on, at a minimum:

- Interviewing employees, witnesses, and passengers.
- Focusing on conditions and hazards that caused accident.
- Collecting and protecting or directing the collection and protection of all physical evidence. This might include the presence, absence and description of skid marks, condition of the road, and other road defects, traffic control signals and devices, area speed limit signs, and other warning or control signs or devices for vehicular traffic;
- Examining the operating compartments, working environments, and other environmental conditions involved with the operation of the system leading to the event's occurrence.
- Ensuring that a description of the event is recorded. Required documentation includes photographs, measurements, and sketches at a minimum. Other documentation should be obtained to the greatest extent possible.

At an accident/incident scene, upon being briefed by personnel already on the scene, the TSO may assume command of HPTS activities, working closely with the Incident Commander and other HPTS responders and response personnel from High Point or area emergency response agencies. Depending on the severity of the accident or incident, the TSO may remain in command of the situation until the scene is cleared.

Based on the above information, the investigator will complete and submit the initial investigation report within twenty-four (24) hours to the TSO or their designee, as necessary for review. The investigator shall assist, as directed by the TSO, in completing any follow-up investigation, as necessary.

19.2.2 Investigator Qualifications

The TSO is trained on basic investigation processes and procedures for both modes of transportation. Under conditions where TSO functions change, training for personnel will include review and understanding of existing procedures, as well as other industry courses relevant to incident investigations, including those required under 49 CFR 672 as defined in Part F of this PTASP.

19.2.3 Investigation Reports

The final report includes the following information, at a minimum:

1. **Investigation Report General Outline**
    a. Event description
    b. Notification, Incident Response, and Incident Command
    c. Initiating Event
    d. Immediate Corrective Actions
    e. Operator Information – Fatigue Evaluation and Training
    f. Investigation
    g. Operator event report
    h. Field supervision report
    i. Employee record/history

2. **Post-Accident Safety Inspection**
    a. Video analysis
    b. Communications analysis
    c. Findings, Potential Causal Factors, and Recommendations (CAPs)
    d. Investigator
    e. Date of Report
    f. Distribution

19.2.4 Internal Notifications

HPTS employees are required to make a verbal report to Dispatch immediately of all events, followed as soon as practical by written reports. HPPD covers accident response in detail.

Since each accident and incident may be different, the process and task detailed in this document will not necessarily be applied to, nor required for, every investigation. That decision is based upon experience and good judgment of Management.

19.3 Safety Rules Compliance

Operational rules and procedures are contained in the HPTS Transit Operator Handbook – 2018 and Paratransit Operator Rules and Regulations Manual - 2018. Additional procedures (i.e. SOPs, and plans, programs, and other documentation) are developed to support all operations as needed. These procedures are generally developed and maintained by the respective department. Other safety rules, processes, and practices may be contained in these procedures.

19.3.1 Review of Rules and Procedures

Operational rules and procedures are contained in the HPTS Transit Operator Handbook – 2018 and Paratransit Operator Rules and Regulations Manual - 2018. Additional procedures have been or are being developed in support of transit operations. Rulebooks and procedures are maintained by the departments to which they apply.

The following table provides a schedule for when rules and procedures, by mode, are reviewed and revised, if needed, and with whom the responsibility lies. Other rules and procedures may be reviewed but are not listed below.

Table 20: Fixed-Route Rules and Procedures Review Schedule

Procedure(s)	Freq.	Responsibility
Vehicle PMIs	Triennially	Maintenance Supervisor
Operating Rulebook	Annually	Transit Supervisor
Supervisor SOPs	Annually	Assistant Transit Manager

Table 21: Paratransit Rules and Procedures Review Schedule

Procedure(s)	Freq.	Responsibility
Vehicle PMIs	Triennially	Maintenance Supervisor
Operating Rulebook	Annually	Paratransit Supervisor
Dispatchers SOPs	Annually	Assistant Transit Manager
Supervisors SOPs	Annually	Assistant Transit Manager

Responsibilities may be delegated by the responsible party, as appropriate.

Any changes to operating procedures, rulebooks, or maintenance plans with safety implications will be reviewed by the TSO for approval. Upon approval, changes are made, and the rulebook is signed and distributed by the Assistant Transit Manager. Individuals receiving a new or revised Rulebook are required to sign, date, and return a form indicating receipt.

All HPTS employees and contractors are responsible for knowing and abiding by the rules and procedures of the agency and for its appropriate implementation at all times while on duty. HPTS employees must know and follow the rules when on HPTS property.

19.3.2 Safety Rules Compliance Program

The Safety Rules Compliance Program (SRCP) is the process used by HPTS to develop, maintain, and ensure compliance with rules and procedures having a safety impact, including identification of operating and maintenance rules and procedures subject to review; techniques used to assess the implementation of operating and maintenance rules and procedures by employees. There are three (3) fundamental outputs for the SRCP:

1. Measure the effectiveness of supervision relating to implementation of operating and maintenance rules
2. Documentation of results
3. Incorporation of findings into the SRM

Supervisory and management personnel will be required to make periodic checks of employees to ensure compliance with the Rulebook and relevant procedures. Management personnel are also expected to observe inspections during daily operations and on-the-job training for all employees.

The following techniques will be used to monitor compliance for operations and maintenance personnel.

A. Assessment of Operations Personnel: Periodic operational checks are made in the field by Supervisors including but are not limited to the following:

- Speed Checks
- Observation of safety vehicle operations
- Proper use of safety devices
- Observation on the use of safety devices
- Wheelchair securement practices
- Wheelchair ramp operations

Periodic spot checks are made when requested or deemed necessary by management. The TSO may conduct random safety checks that include but are not limited to the following:

- General vehicle operations
- Attention to duty
- Signal compliance
- Door operations

B. Assessment of Maintenance Personnel: The Maintenance Supervisor enforces rules and procedures by observing and monitoring employee and contractor performance in shops and yard. Rules and procedures monitored and observed for compliance include but are not limited to the following:

- General safety
- Proper use of tools, equipment, and machinery
- Proper use of personal protective equipment
- Fire Life safety
- Materials handling and storage
- Quality Assurance activities

The Maintenance Supervisor also conducts follow-up activities following any non-compliance as a technique to ensure reinstruction of employees has resulted in compliance with maintenance rules.

C. Supervisory Personnel: Periodic reviews of Leads are performed by their respective supervisor and shall include required supervisory activities defined in the Rulebook and procedures, as well as the individual's job description and the safety and security requirements outlined in this plan.

Follows-ups will occur periodically following a finding of rules/procedure non-compliance.

19.3.3 Documentation

Supervisory personnel are primarily responsible for formally documenting procedures and rules observed for compliance. Violation(s) are to be documented and brought to the attention of managers and the TSO who will ensure that appropriate documentation is maintained. Records of rules and procedures violations are maintained by each department and copies will be submitted to the TSO for continued review and monitoring.

Formal ride checks are documented on the appropriate forms or means (tablets) and copies are provided to the ATM and TSO. Formal weekly and monthly reports, as appropriate, on rules and procedure compliance will also be provided by supervisors to the TSO.

19.4 Inspection and Maintenance Program

HPTS facilities, vehicles, and terminals, are inspected at regular intervals per procedures provided in maintenance plans. Maintenance records are maintained by the Maintenance Supervisor and Transit Parts Specialist.

Critical items/conditions disclosed during inspection are repaired immediately or taken out of service until work can be performed. Non-critical items/conditions are cycled through the work order process. Inspection notes recorded on checklists are given to the Maintenance Supervisor for review and filing. When reports of defects or problems are reported from other sources, they

are responded to, inspected, and followed up via immediate repair, work order, or out-of-service status per criticality and crew availability.

19.4.1 Facility Inspections

An essential element of the HPTS SMS is regular inspection of facilities to ensure safe and effective operation. The TSO will work closely with the Maintenance Supervisor to ensure that appropriate checklists and procedures are in place to monitor fire/life safety, industrial, and occupational safety requirements are met.

19.4.2 Equipment Inspections

Equipment inspections are performed according to OEM requirements and recommendations, statutory requirements, industry best practices, equipment conditions and use and other applicable requirements.

Table 22: Equipment Inspections

Equipment	Typical Items Inspected/Tested
Non-Revenue Vehicles	Cars and light trucks, emergency generators, and forklifts
Revenue Vehicles	Wheelchair ramps, interior lighting, communication equipment, ADA equipment, exterior lighting, gauges

19.4.2.1 Vehicle Maintenance Inspections, Bus

HPTS maintains and inspects its vehicles in accordance with the Vehicle Maintenance Plan (VMP) The VMP is designed to guide for actions within the Maintenance Department. As new technologies are phased into HPTS, it may become necessary to institute new personnel training, and changes to this plan. The plan will serve as the primary policy for the Maintenance Department and will be used to guide Vehicle Maintenance employees in safe and efficient maintenance practices and provide a high level of customer service. The plan will be utilized as a guide in making decisions on a daily basis and may be updated as required.

All fleet vehicles, both revenue and non-revenue, are incorporated into the preventative maintenance inspection interval. Inspection tasks and intervals will be structured around the manufacturer's published recommendations and updates. The Maintenance Supervisor may approve additional tasks and increased intervals based upon trend analysis, information from OEM providers and other transit maintenance professionals, and experience of maintenance mechanics / technicians. The Maintenance Supervisor manages the preventative maintenance inspection program, assigns mechanics to PM inspections and ensures all PM services are completed and all mechanical repairs possible are completed during the inspection shift.

19.4.3 Inspection Checklists

The TSO will work closely with maintenance department to ensure that appropriate checklists and procedures are in conformance with fire/life safety, industrial safety, and occupational safety requirements. The Maintenance Plans describes all inspection and maintenance programs that are currently in effect. Inspection checklists pertaining to specific system elements are contained in relevant maintenance plan.

19.4.4 Corrective Actions

Findings identified during maintenance audits/inspections are recorded and monitored until resolved and closed in accordance with the SRM and CAP processes. Hazards that require coordination across departments or additional resources are addressed by the TSO. In addition, the managers / supervisors will formally notify the TSO upon identification of a hazardous condition. Unresolved hazardous conditions may be submitted to the TSO / TM for review, analysis, and resolution.

19.5 Training and Certification Reviews

Compliance with training requirements is assessed by the TSO on an on-going basis. Assessments of compliance are based on student course evaluations, instructor course evaluations, and an annual management review of courses for content and relevance. All recommendations for changes in course content or delivery mechanism will be approved of the TSO and appropriate manager as appropriate prior to any substantial changes.

20.0 Corrective Action Plans

HPTS will identify whether a CAP is needed under two (2) conditions:

1. During the investigation of an Accident/Incident to avoid or minimize the reoccurrence of the investigated event or address a related, systemic problem
2. To correct safety risks

HPTS will develop a formal CAP to correct those elements or activities identified as deficient. Within the CAP, HPTS will include the following information:

- The hazard or programmatic deficiency.
- Action taken to correct the hazard
- An implementation schedules
- The individual(s) and department(s) responsible for the implementation
- Interim/short-term steps taken while awaiting implementations of long-term mitigations

20.1 Monitoring and Tracking

HPTS maintains a CAP tracking log that provides pertinent information on specific CAPs. The log contains the following information:

- Identify noted deficiency/finding/hazard
- Date corrective action plan was opened
- Process, plan, or mechanism to address and resolve deficiency
- Timeframe for implementation of each part of the plan
- Department(s) and person(s) who will be responsible for implementation
- Source of the CAP
- CAP tracking ID
- Line for TSO approval and date of approval
- Proposed implementation date, including interim milestone date(s) as appropriate
- Actual implementation date (once approved and completed)
- Issues preventing resolution
- TSO verification that CAP was implemented
- Other critical information, as appropriate

The TSO will submit the CAP log to the SMS Steering Committee monthly and shall provide information of monthly updates progressing towards closure.

20.2 Verification and Closure of CAPs

The respective HPTS supervisor will submit verification to the TSO for any CAP proposed for closure. Information regarding the closure must be included in the CAP Log and include any additional actions that were implemented to complete the CAP. Verification documentation may include:

- Photographs
- Receipt of new or revised document
- Work order or similar document showing full completion

21.0 Continuous Improvement

The continuous improvement of the SMS is guided by the ability to achieve the defined safety objectives and safety performance targets. The TSO, in coordination with each department, will implement HPTS's internal review process. This process allows HPTS to continually and objectively examine its own compliance with the requirements prescribed in this PTASP and identify any deviations from meeting the SPTs, Safety Objectives, and Safety Goals. Internal reviews thus aim to determine the effectiveness of the PTASP, plus verify the need for implementing constituent program processes.

In addition to the internal review process, HPTS will continuously monitor, track, and report on safety data in effort to identify trends towards achieving SPTs.

HPTS conducts an annual assessment of its safety performance to ensure continuous improvement and compliance with regulatory requirements. This structured process evaluates the effectiveness of the Agency Safety Plan (ASP) and identifies opportunities for enhancing safety policies, procedures, and outcomes.

1. Data Collection & Performance Monitoring

Throughout the year, we collect and analyze safety-related data, including:

- Incident reports, accidents, and near-miss events.
- Hazard reports submitted by employees and passengers.
- Safety audits and inspections conducted internally or by external agencies.
- Compliance with safety performance targets (SPTs) established in our ASP.

2. Safety Performance Evaluation

At the end of each calendar year, the Safety Officer and senior leadership conduct a comprehensive review that includes:

- **Trend Analysis** – Identifying patterns in safety data to determine areas requiring attention.
- **Root Cause Analysis** – Reviewing incidents and safety events to understand underlying causes.
- **Effectiveness Review** – Evaluating whether corrective actions and safety initiatives implemented in the past year have successfully mitigated risks.

3. Employee & Stakeholder Engagement

Frontline employees, their representatives, and key stakeholders are involved in the review process through:

- **Employee Feedback** – Gathering input from frontline staff regarding safety challenges and suggested improvements.
- **Stakeholder Input** – Engaging with city officials, transit users, and community organizations to assess public concerns.

4. Corrective Action & Plan Adjustments

Based on the assessment findings, we:

- Identify specific corrective actions needed to address safety gaps.
- Update policies, procedures, and training programs as necessary.
- Revise safety performance targets (SPTs) to reflect new safety goals.

5. Annual Safety Performance Report

A formal Annual Safety Performance Report is prepared, summarizing:

- Key safety trends and performance metrics.
- Effectiveness of implemented safety measures.
- Recommended changes to the Agency Safety Plan (ASP).
- Goals for the upcoming year.

HPTS develops and carries out this plan under the direction of the Accountable Executive to address any deficiencies identified through the safety performance assessment process.

22.0 Drug and Alcohol Program

HPTS is dedicated to providing safe, dependable, and economical transportation services to its customers. HPTS employees are a valuable resource and it is also our goal to provide a safe, healthy, and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

In accordance with *49 CFR 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, and *49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs* the City of High Point maintains a written policy that documents its substance awareness programs which are compliant with 49 CFR 40 and 655 to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. The City of High Point Drug and Alcohol Policy is also intended to comply with and incorporate 49 CFR Part 32, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.

HPTS's Drug and Alcohol Policy applies to all safety-sensitive transit system employees as identified and described below as well as paid part-time employees and contractors, when performing safety-sensitive duties.

Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service
2. Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver's license
3. Control the movement/dispatch of a revenue service vehicle
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service
5. Carry a firearm for security purposes

22.1 Program Monitoring

HPTS's Drug and Alcohol Testing Program is administered by the City of High Point. Implementation details are contained in CHP Drug and Alcohol Policy. The TSO will monitor the implementation of this program for compliance and will conduct a formal internal audit of the program at least once on a 3-year cycle. The TSO will review all updates to HPTS's Drug and Alcohol Policy.

23.0 Procurement

HPTS must ensure that its designated purchasing agent obtains supplies, materials and equipment that meet or exceed required standards. Purchasing procedures for both formal and informal bidding will be documented based on the City of High Point's requirements. Procurements of new equipment, materials and supplies are first reviewed by the user department in conjunction with the TSO to ensure safety within the HPTS system.

For the procurement of outside contract work, all contracts must stipulate that all work, materials and equipment used in the project are subject to adequate inspection and testing in accordance with accepted standards and that the contractor must provide the necessary testing and inspection services required by the manufacturer and the contract.

To ensure inclusion of the HPTS safety program, HPTS will provide a copy of this PTASP to all contractors and/or subcontractors, who are obligated to adhere to its provisions during all stages of their work assignments. HPTS will also require safety plans of its contractors, which will be reviewed and approved by the TSO prior to award of any contract.

It is also the policy of HPTS to obtain Safety Data Sheets (SDS) for all samples and products for prior approval before samples or products are accepted for review and/or use. The designated purchasing agent is required to make every possible effort to preclude the introduction of unauthorized, hazardous materials and supplies, as well as defective or deficient equipment into a project.

Part F: Safety Promotion

Part F of this PTASP outlines the processes in which HPTS will promote both SMS practices and safety throughout a transit agency. As part of 49 CFR Part 673, this section will discuss the following two (2) sub-components of Safety Promotion:

- Competencies and training
- Safety communication

24.0 Competencies and Training

HPTS provides training in safety, operations, and maintenance to ensure that employees are qualified to perform their tasks safely. Safety training is also integrated into operations and maintenance training as a means of informing employees about hazards associated with their jobs and the appropriate methods for controlling these hazards. HPTS's training programs are based on industry requirements, standards, and recommendations. Training methods include classroom lectures, written materials, video presentation, hands-on training, and assessment of knowledge and skills. HPTS's safety training includes de-escalation training and safety concern identification and reporting. There are training programs for operators and maintainers. Training programs include classroom instruction, with lesson plans and manuals. Testing is conducted as necessary to ensure training effectiveness. Refresher training is provided as needed.

24.1 Designated Personnel

HTPS encourages participation and completion of the prescribed courses in 49 CFR Part 672. Although not required by 49 CFR 672 for agencies that do not operate a transit rail mode, this training is encouraged. Completion of these courses afford an individual the opportunity to complete the Individual Training Program (ITP), also referred to as the Public Transportation Safety Certification Training Program (PTSCTP). HPTS personnel that may consider this course of study include employees and contractors whose job function is directly responsible for safety oversight of HPTS. More specifically, this includes personnel whose primary job function includes the development, implementation and review of this PTASP. These individuals include:

- Transit Safety Officer
- Safety contractors

Additional designated personnel may be identified as the SMS continues to mature. Courses for designated personnel include:

Table 23: PTSCTP Required Curriculum

Course Name	Methodology	Duration
SMS Awareness	e-Learning	1 Hour
Safety Assurance	Virtual Classroom	2 Hours
SMS Principals for Transit	Virtual Classroom	20 Hours
Bus System Safety	Classroom	36 Hours
Effectively Managing Transit Emergencies	Classroom	32 Hours
Fundamentals of Bus Collision Investigation	Classroom	36 Hours

24.2 HPTS Personnel

HPTS uses safety training programs that are integrated into operations and maintenance training as a means of informing employees about hazards associated with their jobs and the appropriate methods for controlling these hazards. As such, safety training is incorporated into three (3) types of curriculums:

1. Initial Training
2. Periodic Training
3. Retraining

Training mechanisms may involve classrooms, field exercises, and drills. HPTS is currently reviewing other means for providing training, including more virtual programs.

23.2.1 HPTS Fixed Route and Paratransit

Operations and maintenance personnel performing safety-related work are trained, qualified, and certified in accordance with all regulatory requirements and industry standards. The following are some of the areas of focus:

- **Safety and Security Training**: Training is consistent with the employee's responsibilities to includes safety and security overviews, incident/accident investigation, report requirements, emergency preparedness, and hazard identification.
- **Operator Training**: The Assistant Transit Manager and Transit / Paratransit Supervisor is responsible for operator training that Includes standard bus operating procedures, defensive driving, common bus emergencies, passenger relations, workplace violence, active shooter response, and emergency communication
- **Maintenance Training**: The Maintenance Supervisor is responsible for the training of maintenance personnel. Training for bus maintenance personnel consists of instruction in maintenance best practices/industry standards, maintenance policy/procedures, and hazard materials control.

24.3 Contractors

All HPTS contractors doing work at HPTS facilities are required to be knowledgeable of, instructed in, and follow the necessary rules and procedures to ensure safety. It is HPTS's policy that all contractors must comply with all of the requirements of the PTASP and all relevant regulations pertaining to workplace safety.

In the event that a contractor or contractor employee is required to work on HPTS property under operating conditions, training requirements will be defined in the contract. HPTS rules and procedures will be applied without exception to all members of the contractor's work force affected. Contractors will be provided HPTS procedures and are expected to follow these procedures.

24.4 Training Record Keeping

HPTS training records will be recorded and maintained in the user's department as well as Human Resources.

25.0 Safety Communication

Communicating with frontline employees about safety and security is crucial in establishing a positive safety culture. Effective safety communication makes personnel aware of safety priorities and initiatives and ensures that feedback is captured and acted upon as appropriate. HPTS will focus on relaying safety-related information on a regular basis, focusing on raising awareness of potential safety risks and progress of the agency's safety programs. Accomplishing this will encourage employees to report concerns and demonstrates management commitment to both the employees and the agency's safety performance objectives. In accordance with 673.29(b), HPTS also will ensure that all employees are aware of any policies, activities, and procedures that are related to their safety-related roles and responsibilities.

Communication of safety programs, including SMS initiatives and achievement of SPTs, Goals and Objectives will be led by the TSO in coordination with managers and supervisors. Mechanisms for communication include, but are not limited to:

- Employee Reporting Program
- Safety Committee
- Training
- HPTS Policies and Procedures
- CHP Safety Program (i.e. Right to Know, HAZCOM)

Safety communications will include information on safety risks that are relevant to the employee's role and responsibilities, explain reasons that a transit agency introduces or changes policies, activities, or procedures, and explain to an employee when actions are taken in response to reports submitted by the employee through the employee safety reporting program.

HPTS will covey the results of its cooperation with frontline transit worker representatives in developing and updating the ASP through several key method options:

1. Formal Reports & Documentation

- Distribute a summary document highlighting key improvements based on worker feedback.

2. Stakeholder Meetings & Briefings

- Hold safety meetings where worker representatives present their contributions.
- Conduct briefings for leadership, supervisors, and employees to ensure widespread awareness.

3. Internal & External Communications

- **Internal Newsletters & Bulletins**: Share safety updates through newsletters, email blasts, and bulletin boards.
- **Public Announcements**: Use press releases or agency websites to inform the public about safety improvements.

4. Training & Toolbox Talks

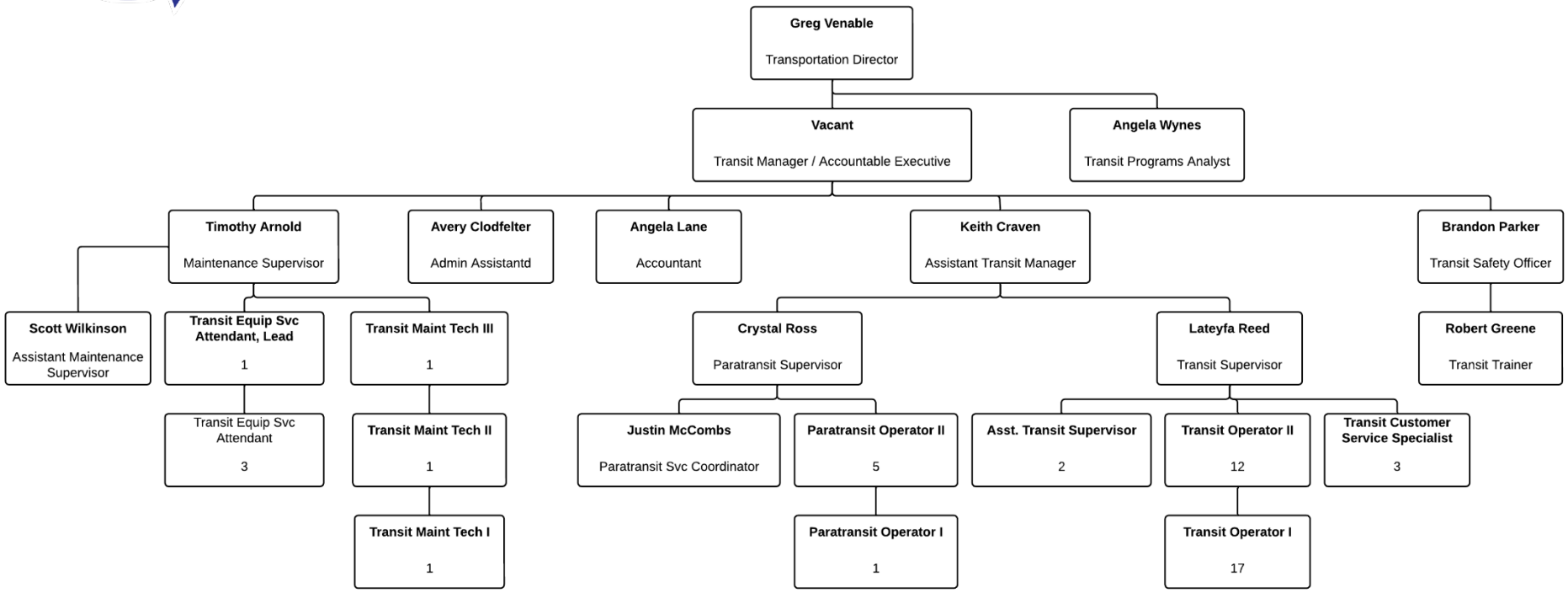
- Integrate safety updates into ongoing training programs and new employee orientations.
- Use toolbox talks and safety briefings to discuss implemented changes and their impact.

5. Feedback Loops & Continuous Engagement

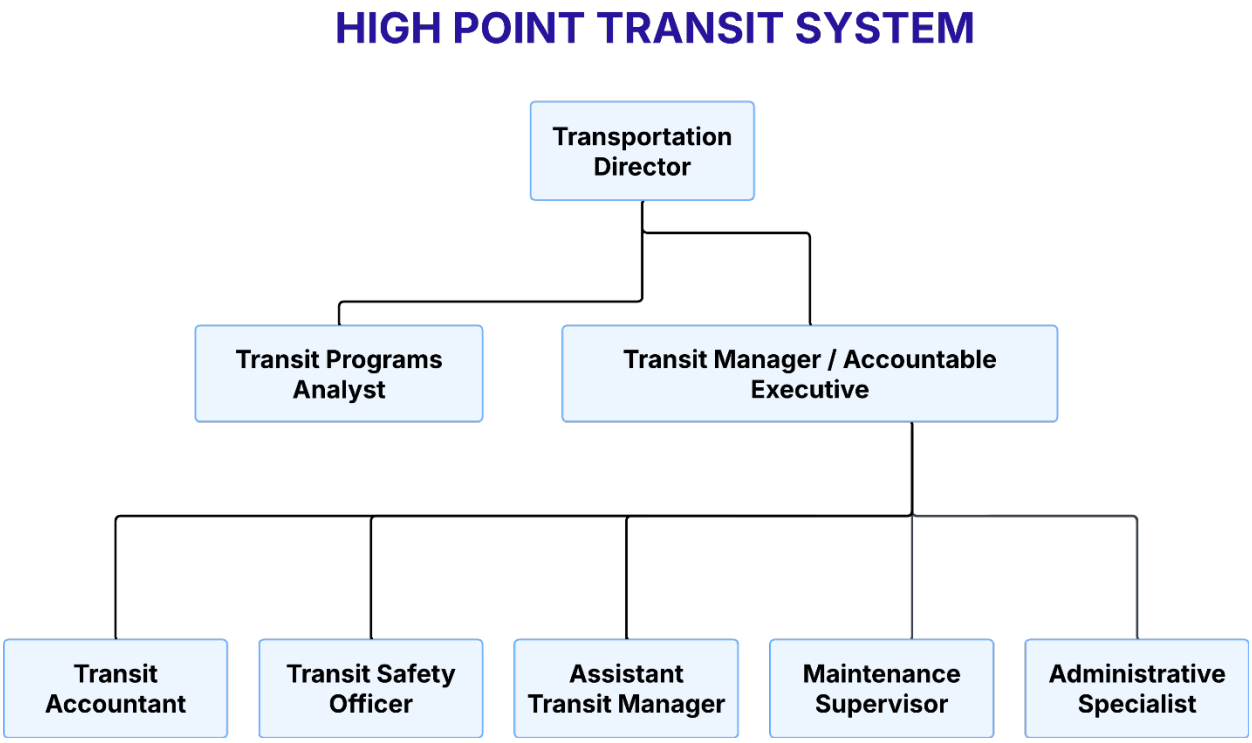
- Provide a feedback mechanism (e.g., surveys, meetings) to allow frontline workers to evaluate the effectiveness of safety changes.
- Maintain ongoing engagement with worker representatives for continuous safety improvement.

By using these methods, a HPTS ensures transparency, reinforces frontline worker participation, and fosters a strong safety culture.

Appendix A: HPTS Organizational Chart

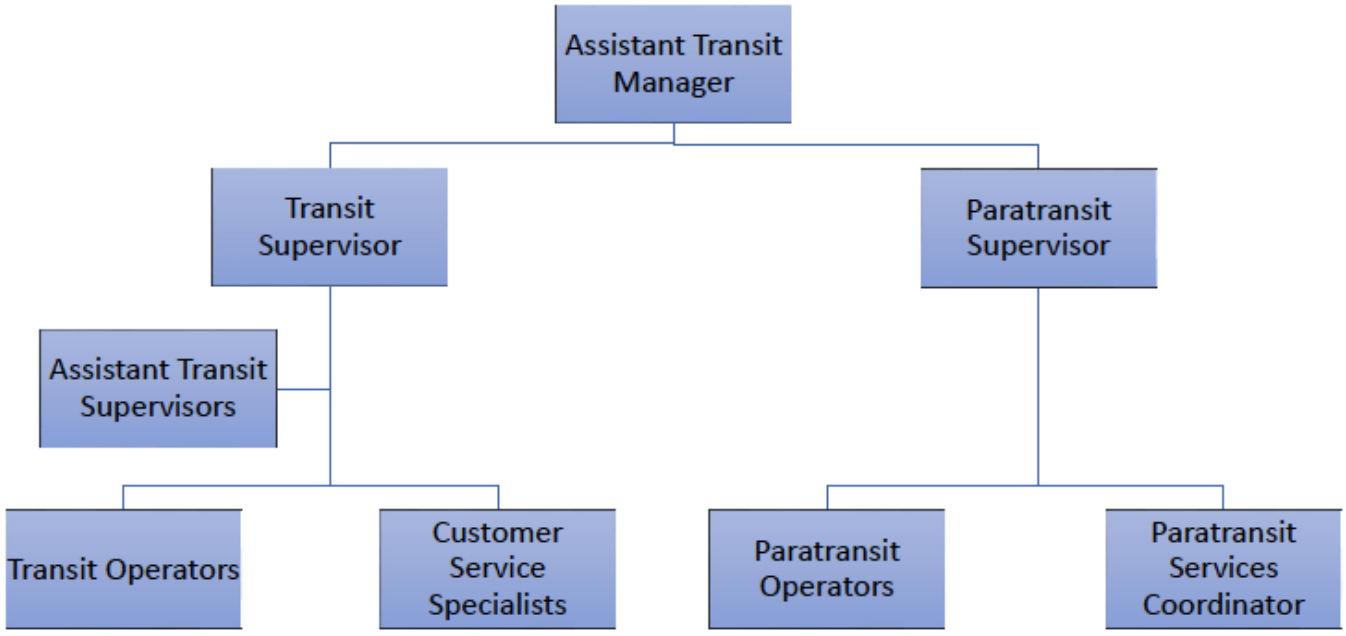


Appendix A.1 HPTS Management Structure

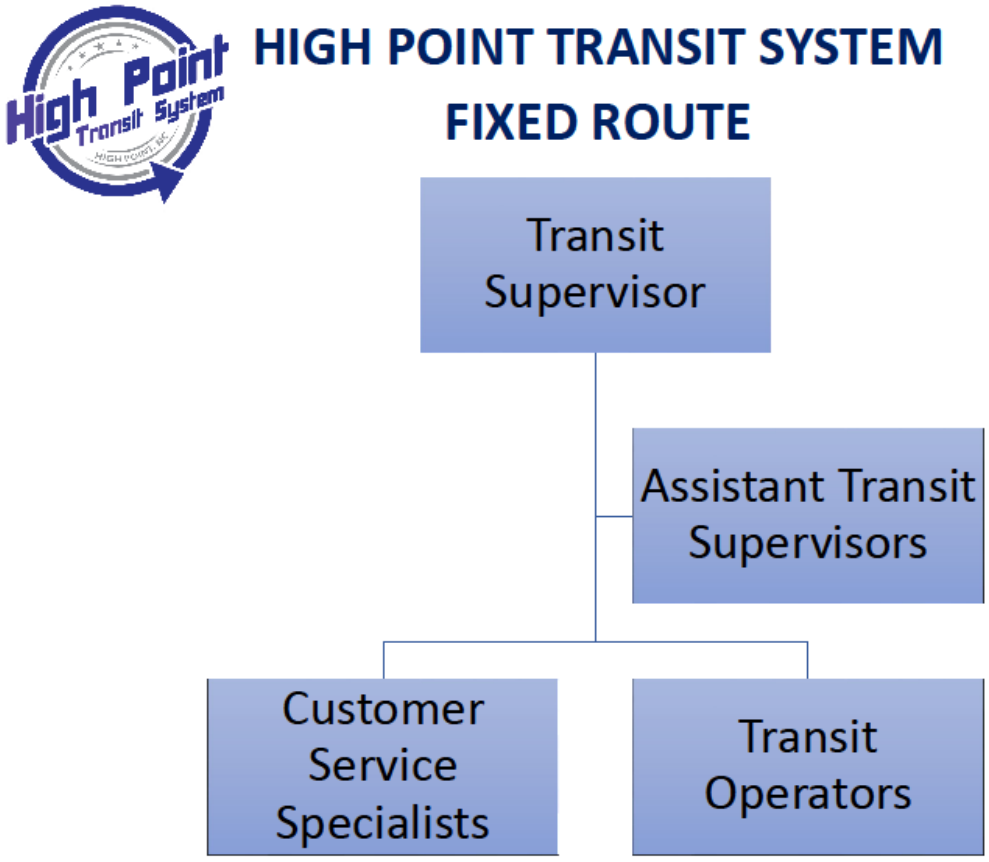


Appendix A.2 HPTS Operations Structure

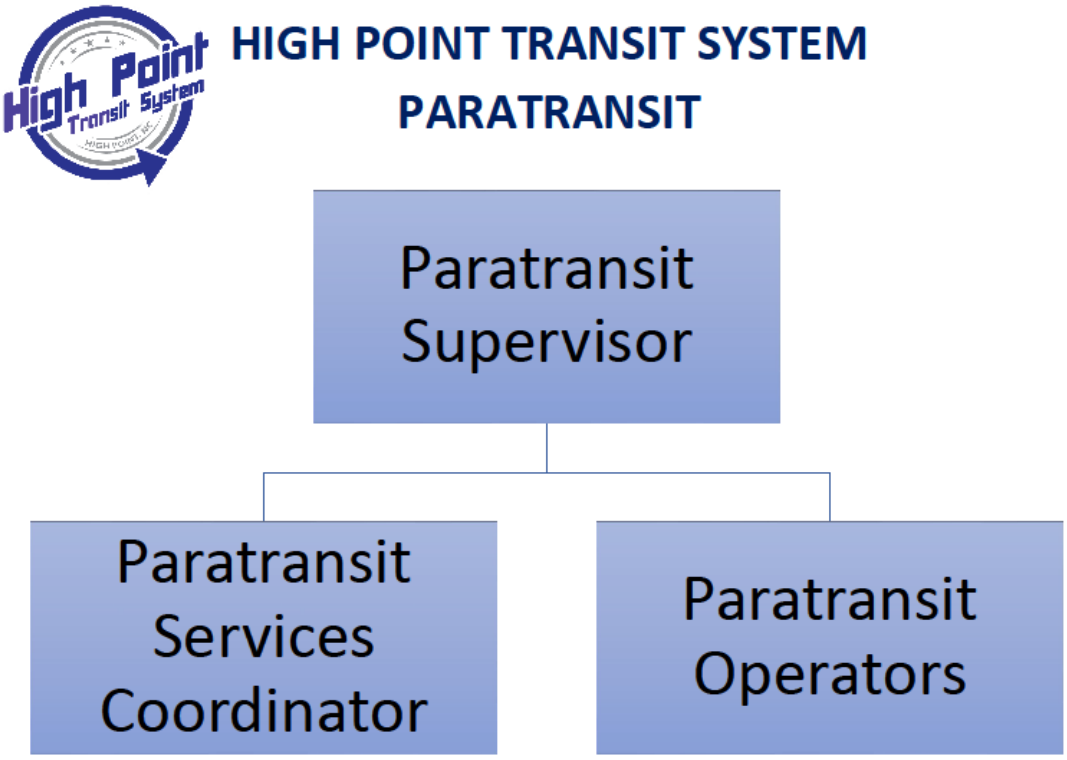
HIGH POINT TRANSIT SYSTEM OPERATIONS



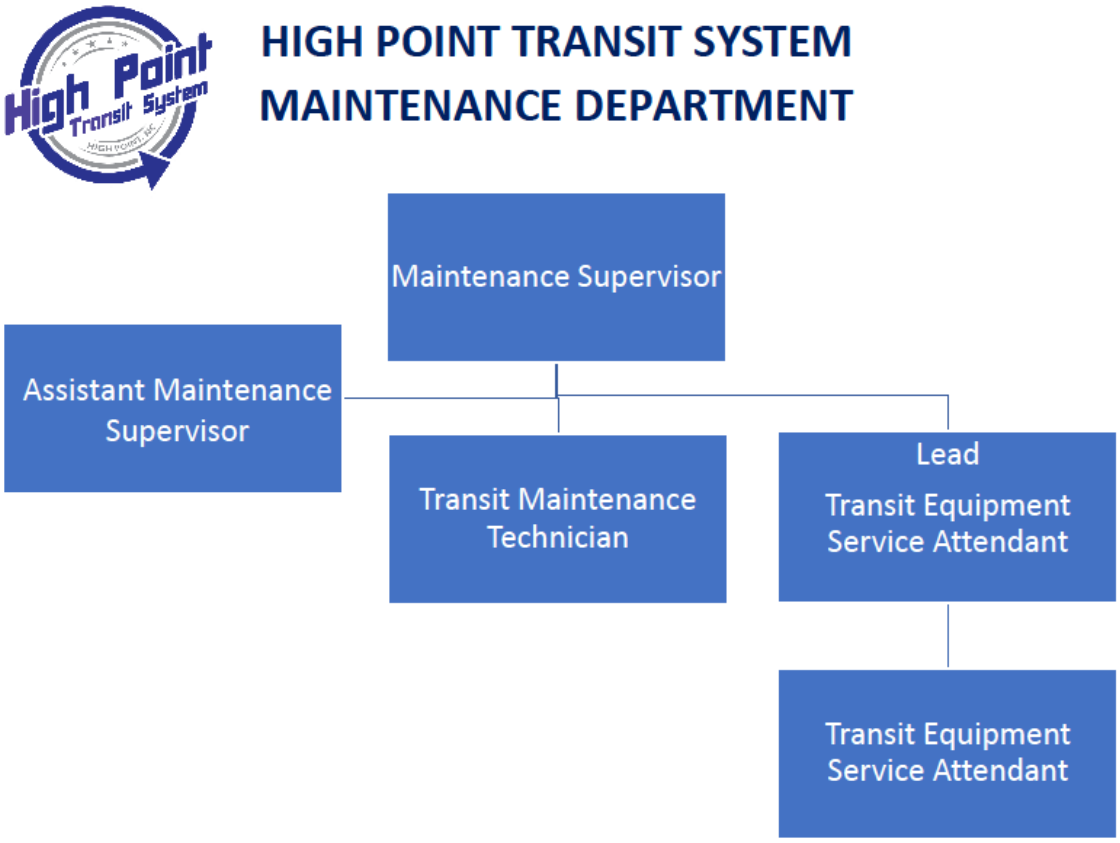
Appendix A.3 HPTS Fixed Route Structure



Appendix A.4 HPTS Paratransit Structure



Appendix A.5 HPTS Maintenance Department Structure



CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Resolution Adopting the Revised City of High Point Transit Drug & Alcohol Policy**

FROM:
Brandon Parker
Transit Safety Officer

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. City of High Point Transit System Drug and Alcohol Policy
2. Resolution

PURPOSE: Due to recent staff changes within High Point Transit System (HPTS), an update of the Transit System Drug and Alcohol Policy is needed. The attached policy meets current federal requirements that all grantees maintain a drug-free workplace and have a drug and alcohol testing policy for safety-sensitive employees. This policy will replace the Transit System Drug and Alcohol Policy adopted by the City Council on September 22, 2025.

The policy has been updated to include the “Transit Trainer” position in Attachment A: Covered Positions. Additionally, Attachment B: Policy Contacts has been revised to reflect that the City of High Point Drug and Alcohol Program Manager is Brandon Parker, replacing Angela Wynes.

BACKGROUND: Federal Transit Administration (FTA) regulations require all recipients to implement an anti-drug and alcohol misuse policy, which must be adopted by the recipient's local governing board (49 C.F.R. § 655.15). Federal grant recipients are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program (Drug Free Workplace Act of 1988). Grant recipients are also required to have a drug and alcohol testing program in place for all safety-sensitive employees (Omnibus Transportation Employee Testing Act of 1991). In general, safety-sensitive employees are those employees who drive, dispatch, or maintain a bus, or are required to hold a Commercial Driver’s License or carry a firearm for security purposes.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution adopting the revised City of High Point Transit Drug & Alcohol Policy and authorize the appropriate City Official(s) to execute all necessary documents.

City of High Point Transit System

Drug and Alcohol Policy

Effective as of 03/10/2026

Adopted by: High Point City Council

Date Adopted: 09/22/2025

Last Revised: 3/10/2026

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ACKNOWLEDGEMENT OF EMPLOYER'S DRUG AND ALCOHOL TESTING POLICY

I, _____, the undersigned, hereby acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U. S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 C.F.R. Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 C.F.R. Part 655, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarifications for any questions from the employer contact person listed in the policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the approved policy dated September 22, 2025, is subject to change, and that any such changes, or addenda, shall be disseminated to me in a manner consistent with the provision of 49 C.F.R. Part 655, as amended.

Signature of Employee	Date
Signature of Supervisor	Date

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RESOLUTION APPROVING A REVISED TRANSIT SYSTEM DRUG AND ALCOHOL POLICY

WHEREAS, the Federal Transit Administration (FTA) mandates all fund recipients to adopt and implement an anti-drug and alcohol misuse policy (Policy); and

WHEREAS, the City of High Point adopted an initial Policy in February 1996; and

WHEREAS, the Policy was last updated by the City Council in November 2020; and

WHEREAS, the City Council desires to adopt a revised Policy as set forth in the attachment.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby adopts the Transit System Drug and Alcohol Policy as set forth in the attachment.

Adopted on this the 10th day of March 2026.

Sandra Keeney

Cyril Jefferson, Mayor

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Purpose of Policy

This policy complies with 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect the City of High Point Transit System's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of High Point Transit System employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the City of High Point Transit System Drug and Alcohol Program Manager no later than five days after such conviction.

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of High Point Transit System policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment.

Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the City of High Point Transit System has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing at any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City of High Point Transit System using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City of High Point Transit System using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If a Pre-Employment or Return to Duty test results in a negative dilute test result, the City of High Point Transit System will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment or Return to Duty test, the City of High Point Transit System will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of High Point Transit System guarantees that the split specimen test will be conducted in a timely fashion.

Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City of High Point Transit System.
(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
(6) Fail or decline to take a second drug test as directed by the collector or the City of High Point Transit System.
(7) Fail to undergo a medical evaluation as required by the MRO or the City of High Point Transit System's Designated Employer Representative (DER).
(8) Fail to cooperate with any part of the testing process.

(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

Contact Person

For questions about the City of High Point Transit System's anti-drug and alcohol misuse program, contact the Drug and Alcohol Program Manager.

Attachment A: Covered Positions

Paratransit Operator I
Paratransit Operator II
Paratransit Supervisor
Transit Operator I
Transit Operator II
Transit Equipment Service Attendant, Lead
Transit Equipment Service Attendant
Transit Maintenance Technician I
Transit Maintenance Technician II
Transit Maintenance Technician III
Transit Maintenance Supervisor
Transit Manager, Assistant
Transit Manager
Transit Parts Specialist
Transit Supervisor
Transit Supervisor, Assistant
Transit Customer Service Specialist
Transit Safety Officer
Transit Trainer

Attachment B: Policy Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

The City of High Point Drug and Alcohol Program Manager
Name: Brandon Parker
Title: Transit Safety Officer
Address: 716 West Martin Luther King Drive
High Point, NC 27262
Telephone Number: (336) 883-3565

Medical Review Officer
Name: Dr. Charlton Owensby
Address: 681 Cabarrus Avenue West
Concord, NC 28027
Telephone Number: (800) 451-3743
Fax: (704) 743-2016

Substance Abuse Professionals

Name: Dr. Robert Asemota, LCAS
Address: 201 Kelley Pl, Suite 101
High Point, NC 27261
Telephone Number: (336) 882-6859

Name: Stephen Ringer, LCSW
Address: 213 E Bessemer Ave
Greensboro, NC 27401
Telephone Number: (336) 379-7146
info@ringercenters.com

Name: Tobias LaGrone, LCAS
Address: Behavioral Intelligence Group, Inc.
Greensboro, NC 27407
(336) 790-6396

HHS Certified Laboratory Primary Specimen
Name: Clinical Reference Laboratory, Inc.
Address: 11711 West 83RD Terrace
Lenexa, KS 66150
Telephone Number: (913) 492-3652

HHS Certified Laboratory Split Specimen
Name: Lab Corporation of America Holdings
Address: 1904 Alexander Drive
RTP, NC 27709
Telephone Number: (800) 833-3984

Attachment C: Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a sub-stance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on the breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease Pancreatitis
- Spontaneous abortion and neonatal mortality Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol-related)

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem-related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.

- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver. 12,000 more will die on the highway due to the alcohol-affected driver. 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

RESOLUTION APPROVING A REVISED TRANSIT SYSTEM DRUG AND ALCOHOL POLICY

WHEREAS, the Federal Transit Administration (FTA) mandates all fund recipients to adopt and implement an anti-drug and alcohol misuse policy (Policy); and

WHEREAS, the City of High Point adopted an initial Policy in February 1996; and

WHEREAS, the Policy was updated by the City Council in November 2020; and

WHEREAS, the Policy was most recently updated in September 2025: and

WHEREAS, the City Council desires to adopt a revised Policy as set forth in the attachment.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby adopts the Transit System Drug and Alcohol Policy as set forth in the attachment.

Adopted on this the 6th day of April, 2026.

_____
Cyril Jefferson, Mayor

ATTEST:

_____
Sandra Keeney, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of an Agreement with the North Carolina Railroad Company, Norfolk Southern Railway Company, and the City of High Point for Railroad Slopes and Roadway Project**

FROM:
Greg Venable
Transportation Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:

ATTACHMENTS:
1. DRAFT Project Agreement

PURPOSE: Approval of a three-party agreement for a bank stabilization project adjacent to the recently upgraded Washington Street.

BACKGROUND: There was an agreement considered between NCRR, NSR and the City to coordinate the Washington Street Improvement project with the NCRR bank stabilization project. Unfortunately, at that time, funding was not available to complete the railroad portion of the project, so an agreement between the three parties was never ratified. The city completed the Washington Street project in September 2024. NCRR has now identified available funding for the project, and a new agreement is needed between NCRR, NSR, and the city.

BUDGET IMPACT: The project is fully funded by NCRR and there is no budget impact on the city.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an agreement with the North Carolina Railroad Company, Norfolk Southern Railway Company, and the City of High Point for the Railroad Slopes and Roadway Project and authorize the appropriate City Official(s) to execute all necessary documents.

PROJECT AGREEMENT 530.108.000

High Point Railroad Slopes and Roadway Improvements
Downing Street to East M.L. King Jr. Drive
City of High Point, Guilford County
NCRR/NS Milepost 298.34 to 298.71

NORTH CAROLINA RAILROAD COMPANY

AND

CITY OF HIGH POINT

AND

NORFOLK SOUTHERN RAILWAY COMPANY

THIS PROJECT AGREEMENT made and entered into this the _____ day of April, 2026, ("Project Agreement") between NORTH CAROLINA RAILROAD COMPANY ("NCRR"), the CITY OF HIGH POINT ("City"), and NORFOLK SOUTHERN RAILWAY COMPANY ("NSR").

I. RECITALS

WHEREAS,

A. NCRR and NSR entered into a Master Agreement dated July 27, 1999 ("Master Agreement");

B. NCRR and NSR entered into a Capital Improvement Agreement dated March 20, 2002 ("Capital Agreement"); the Capital Agreement contains certain provisions and obligations regarding improvements to railroad property owned by NCRR and operated by NSR; and

C. NCRR and NSR may separately, jointly, or with other parties develop capital improvement plans subject to, and in accordance with, Section 9 of the Master Agreement; and

D. On July 22, 2016, the City, NCRR, and NSR entered into Project Agreement 530.100.000 regarding High Point Railroad Slopes and Drainage Improvements to address stability and appearance of portions of the slopes on the NCRR railroad corridor through High Point and the street surface stormwater drainage along portions of the NCRR railroad corridor ("High Point Slopes/Drainage Project"); and

E. In 2018, NCRR, in partnership with the City and NSR, completed the $4.5 million High Point Slopes/Drainage Project to improve the railroad slopes and storm water drainage through High Point between mileposts 298.34 to 298.71; and

F. In conjunction with the completion of the High Point Slopes/Drainage Project, in 2018 the City approached NCRR with questions regarding the stability and appearance of portions of the slopes in proximity to Washington Street on the NCRR railroad corridor

DRAFT

between mileposts 298.34 and 298.71 through High Point and to discuss a proposed project to address the same; and

G. The City, NCRR and NSR have conducted meetings and site visits to discuss the proposed project scope and the participants' responsibilities; to view the existing conditions of the street, bridge structures and railroad slopes; and to arrive at a potential approach leading to improving the railroad slopes, Washington Street, railroad clearances, pedestrian connectivity, and safety along portions of the NCRR railroad corridor in High Point; and

H. The City, NCRR, and NSR now propose a three-party approach to proceed with the High Point Railroad Slopes and Roadway Improvements Project Phase 2 ("High Point Slopes/Roadway Project" or "Project"), related to the High Point railroad slopes and roadway improvements between approximately mileposts ("MP") 298.34 and 298.71:

1) The City:

a) Has relocated approximately 1,950 feet of Washington Street within the NCRR corridor, shifting the roadway approximately 15' to 20' northwest, away from the railroad tracks and top of existing slope; and

b) Will coordinate with utility companies to achieve any relocation, removal, and/or modifications to existing public or private utilities required as a result of the Project, and shall be responsible to bring any utilities within the NCRR corridor under agreement pursuant to the current NCRR wireline and pipeline agreement process; and

c) Will have responsibility for maintenance of the relocated Washington Street located within the NCRR corridor, under a separate license agreement with NCRR.

2) NSR will have responsibility to design and construct, and NCRR will have responsibility to review and approve design plans, for:

a) improvements to the railroad slopes along the Washington Street side of the NCRR railroad corridor (between the roadway and tracks) from approximately Downing Street to Day Place for a distance of approximately 2,200 linear feet ("Railroad Project Limits") and inclusive of an existing pedestrian structure at MP 298.55, as depicted in Exhibit ___; and

b) railroad ditch improvements to facilitate proper and adequate railroad roadbed drainage within the Railroad Project Limits, as depicted in Exhibit ___, which ditch improvements will be completed only after completion of the railroad slopes referenced in (a).

J. The benefits of this project will include:

1. The relocation of Washington Street is expected to lessen the deterioration of the railroad backslope; and

2. The impacted portion of the railroad's slopes will be stabilized and improved to seek to reasonably minimize erosion and related impacts; and

DRAFT

3. The drainage ditch along the impacted portion of the NCRR/NSR tracks will be improved to provide for better drainage of the existing track structure; and

4. The improvements are expected to reduce maintenance requirements related to the tracks and railroad slopes in this confined area, which will in turn be expected to reduce freight and passenger train delays due to maintenance activities. This segment of the NCRR is a strategic freight and passenger service corridor in the state of North Carolina. It is expected that this project will beneficially impact the appearance of the NCRR railroad corridor roadbed and slopes through this area located north of the center of the City.

The City, NCRR and NSR have agreed to participate in the manner and to the extent as set out herein. Except as otherwise set forth herein, the Capital Agreement shall govern the conduct of the parties who originally executed that Capital Agreement as set forth in Recital B above.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant, and agree, each with the other, as follows.

II. PROJECT DESCRIPTION, PLANS AND SPECIFICATIONS, PERMITS, SOLICITATION OF COMPETITIVE BIDS, CONSTRUCTION MANAGEMENT, CONSTRUCTION AND WORK SCHEDULE

A. Project Description

1. The High Point Slopes/Roadway Project includes:

   a. Relocation of Washington Street generally between the North University Parkway overpass and Day Place for 1,954 linear feet (actual length of roadway work to be determined from roadway construction plans), including removal of previously existing roadway, curbs, guard rails and related work and installation of a new roadway, curbs, guard rails and related work on a new alignment approximately 15 feet to 20 feet further away from the railroad track alignment.

   b. Relocation, modification and/or removal of existing utilities to permit the roadway construction on a new alignment, including relocation of a PNG gas line, City of High Point water line, City of High Point electric lines, and telecom cable.

   c. Design and construction of improvements addressing surface drainage from roadway surfaces and adjacent areas approximately within the Railroad Project Limits in a manner that minimizes the surface drainage being discharged onto the railroad slope to the greatest extent possible.

   d. Design and construction of improvements to the railroad slopes within the Railroad Project Limits, for the purpose of seeking to mitigate and address slope stability, minimize erosion to the extent possible, and enhance the appearance of the slopes on portions of the NCRR railroad corridor as coordinated with the Washington Street relocation work.

   e. Design and construction of improvements to the drainage systems (primarily the ditches) at the railroad track level generally within the Railroad Project

DRAFT

Limits, and such improvements may require work beyond the Railroad Project Limits to facilitate proper and adequate railroad roadbed drainage.

f. The work identified in Sections II.A.1.a through c. are collectively referred to as the "City Project."

g. The work identified in Section II.A.1.d is referred to as the "NCRR Project."

h. The work identified in Section II.A.1.e is referred to as the "NSR Project."

i. The NCRR Project and the NSR Project are hereunder collectively referred to as the "Railroad Project". The Railroad Project and City Project are hereunder collectively referred to as the "Project."

2. NCRR and NSR will jointly (in the manner outlined below) develop a plan for improvements to the railroad slopes and railroad roadbed drainage ditches that will seek to achieve the NCRR Project's and NSR Project's goals; prepare plans, specifications and other documents for the railroad slopes and railroad roadbed drainage ditch improvements; and, subject to the preconditions stated in Sections II.G.1 and II.G.2 of this Project Agreement, construct all such improvements. NCRR will retain ownership of all railroad improvements.

3. The City completed the relocation of Washington Street in 2024, achieving that aspect of the City Project's goals. The City has maintained and will continue to maintain all City owned improvements to seek to ensure a continuation of an important goal of the Project, which is, to the greatest extent possible, to minimize the encroachment of Washington Street, including any associated utilities, within the NCRR corridor and to minimize surface drainage being directed toward the railroad slopes (zero discharge is not possible). Roadway plans for any roadway improvements within the NCRR Corridor shall be subject to NCRR license agreement process. Any associated utility design, relocation, or modification within the NCRR Corridor shall be subject to North Carolina Railroad's NCR 101 and NCR 102 utility agreement process. The City's work shall be performed per the approved plans, specifications, and related documents (including any approved revisions).

4. To the maximum extent practicable, the parties agree to design and construct their respective improvements in a coordinated and workmanlike manner to minimize disruption to the other parties' responsibilities. Further, each party will endeavor to design and construct their respective construction scopes of work to minimize unnecessary design or construction costs required by other parties, including effort required to complete design plans, construction work, task scheduling, and making reasonable attempts to protect completed work by other parties subject to this Project Agreement.

B. Utilities

1. All City owned utilities currently located in the NCRR railroad corridor should have an existing utility occupancy agreement. The City shall make an application to NCRR for any City owned utility that is not subject of a current utility occupancy agreement.

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2. In the event utility conflicts with the City Project are discovered, the City shall be solely responsible for the cost of the relocation and adjustment of the utility, irrespective of any agreements the NSR or NCRR may have with the utility owners. The owner of any utility installation to be removed that is not the subject of an existing occupancy agreement with NCRR will be required to apply for and receive a temporary right-of-entry from NCRR and NSR to perform the removal. The owner of any utility that is not the subject of an occupancy agreement with NCRR that is to be adjusted or relocated will be required to make application and enter into an occupancy agreement with NCRR for the utility and to comply with NCRR rules, policies and standards including utility engineering review.

C. Plans and Specifications

1. NCRR Project and NSR Project

a. NSR shall, at NCRR expense, design or cause to be designed all phases of the NCRR Project. The NCRR Project Plans and Specifications, prepared by NSR and/or NSR's consultant(s) subsequent to the execution of this Project Agreement, will be submitted to the City and NCRR for review and approval prior to issuing construction drawings or solicitation of bids, and the City and NCRR, and/or their respective consultant(s), shall promptly review and approve and/or provide comments on the Plans and Specifications to NSR.

b. NSR shall, at NSR expense, design or cause to be designed the NSR Project. The NSR Project Plans and Specifications, prepared by NSR and/or NSR's consultant(s) subsequent to the execution of this Project Agreement, will be submitted to NCRR for review and approval prior to issuing construction drawings or solicitation of bids, and NCRR and/or its consultant(s) shall promptly review and approve and/or provide comments on the Plans and Specifications to NSR. It is understood and agreed that, at NSR's discretion, the design of the NSR Project may be included within the Plans and Specifications for the NCRR Project in order that the slopes designed for the NCRR Project and the ditch drainage work for the NSR Project are considered jointly.

c. Plans for the NCRR Project shall consist of engineering calculations and drawings needed to prepare the design plans, as prepared by NSR and/or its consultant(s) and as approved by the City (only as to the railroad slope improvement plans) and NCRR.

d. Specifications for the NCRR Project and the NSR Project will reflect those used by NSR on other similar projects on its railroad. These specifications, prepared by NSR, will be submitted to the City (only as to the railroad slope improvement specifications) and NCRR for review and approval prior to issuing for construction, and the City and NCRR, and/or their respective consultant(s), shall promptly review and approve and/or provide comments on

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the specifications to NSR. Additional specifications used by NSR for this Project may include:

i. NSR's "Standard Specifications for Material and Construction" (Current version);

ii. American Railway Engineering and Maintenance-of-Way Association's (AREMA) recommended practices;

iii. North Carolina Department of Transportation's (NCDOT) standard plans and specifications;

iv. NCRR's specifications for utility occupancy and work on its right of way, as provided by NCRR.

The specifications will provide details of an exact statement of particulars prescribing materials, dimensions and workmanship to be used in constructing the Railroad Project.

e. Supplemental Plans and Specifications for the Railroad Project, if any, shall be submitted by NSR to the City (only as to the railroad slope improvement Plans and Specifications) and NCRR for review and approval, and the City and NCRR and/or their respective consultant(s) shall promptly review and approve and/or provide comments on the supplemental Plans and Specifications to NSR.

f. During bid review and/or construction of the Railroad Project, if any changes in the Plans and Specifications are necessary, NSR and/or its consultant(s) shall promptly prepare and submit revised Plans and Specifications to NCRR and the City (only as to railroad slope improvement Plans and Specifications) for review and approval.

g. It is understood that the Plans and Specifications will provide that the Railroad Project will be built under traffic and that any required outages shall be kept to a minimum.

2. City Project

a. It is understood that, as of the execution of this Project Agreement, the City has completed, at City expense, all design for the relocation of Washington Street and of any utilities resulting from the relocation of Washington Street. These components of the City Project Plans and Specifications are available for reference and review at the request of NCRR and/or NSR. In the event the City Project requires relocation of any other utilities, City shall, at City's expense, design or cause to be designed all phases of such activities. Any such additional City Project Plans and Specifications, prepared by City and/or City's consultant(s) subsequent to the execution of this Project Agreement, will be submitted to NCRR and NSR for review and approval prior to issuing construction drawings or solicitation of bids, and NCRR and NSR, and/or their respective consultant(s), shall promptly review and approve and/or provide comments on the Plans and Specifications to City.

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b. Plans for the City Project shall consist of engineering calculations and drawings needed to prepare the design plans, as prepared by City and/or its consultant(s) and as approved by NSR and NCRR.

c. Specifications for the City Project will reflect those used by City on other similar projects. These specifications, prepared by the City, will be submitted to NSR and NCRR for review and approval prior to issuing for construction, and NSR and NCRR, and/or their respective consultant(s), shall promptly review and approve and/or provide comments on the specifications to the City.

d. Supplemental plans and specifications for the City Project, if any, shall be submitted by the City to NSR and NCRR for review and approval and for use as reference during the design or construction phase of the Railroad Project, and the City and NCRR and/or their respective consultant(s) shall promptly review and approve and/or provide comments on the supplemental Plans and Specifications to City.

e. During bid review and/or construction of any portion of the City Project that has not been constructed prior to the date of this Project Agreement, if any changes in the Plans and Specifications are necessary, the City and/or its consultant(s) shall promptly prepare and submit revised Plans and Specifications to NSR and NCRR for review and approval.

f. It is understood that the Plans and Specifications for all aspects of the City Project that are within 25 feet of centerline of any existing track (or other distance as determined by NSR) will provide that the work will be completed under railroad traffic and that any required outages shall be kept to a minimum.

D. Permits

1. City shall have responsibility for obtaining permits as follows:

a. It is understood that there is no need to obtain any additional permits related to the City Project. In the event the City Project requires additional permits, City shall be responsible for seeking all required environmental and/or planning documents for those portions of the City Project, including any environmental permits, and performing any necessary engineering studies and field surveys required in conjunction with obtaining those permits.

b. City and/or its consultant(s) and contractor(s) shall make available, upon written request, copies of any permits obtained during design and construction of the portion of the City Project completed prior to the execution of this Project Agreement.

2. NSR shall have responsibility for obtaining permits as follows:

a. NSR and/or its consultant(s) and contractor(s) shall be responsible for seeking all required environmental and/or planning documents for the Railroad Project, including any environmental permits, and performing any necessary

engineering studies and field surveys required in conjunction with obtaining those permits.

b. NCRR and the City shall reasonably provide assistance to NSR as necessary with regard to securing the permits required for completion of the Railroad Project.

E. Solicitation for Competitive Bids for Construction of Railroad Project Work:

Except for that work which NSR will perform using its own forces, NSR shall prepare bid packages and conduct the bidding process for construction of Railroad Project work to be performed by a contractor(s) to be engaged by NSR. When NSR prepares bid packages, the following shall apply:

1. NSR shall prepare a bid package for the proposed Railroad Project work. The bid package shall be prepared to the standards of NSR and NCRR, and contain the Plans and Specifications as prepared by NSR and/or its consultant(s). NCRR shall promptly review and approve the bid documents prepared by NSR and/or provide reasonable comments on the documents to NSR.

2. NSR shall obtain bids for the Railroad Project construction work from a minimum of three (3) NSR-qualified and experienced contractors. It is agreed by NSR, the City and NCRR that NSR shall only solicit bids from contractors with the expertise and capability to perform the work within track outages as stipulated by NSR in order to minimize annulment of, or delay to, freight trains and passenger trains.

3. NSR and NCRR shall jointly review contractors' bids prior to NSR awarding the construction contract and agree on the successful contractor. The minimum criteria for a successful bidder will be as follows:

   a. The successful bidder must be a contractor licensed in North Carolina.

   b. The successful bidder must have previous railroad construction experience, including experience performing railroad construction work under railroad traffic.

   c. The successful bidder must agree to abide by the schedule for construction established in the construction contract.

   d. The successful bidder must agree to comply with track outages as stipulated by NSR.

   e. While bid price shall not be the sole determining criteria for award, the successful bidder will be expected to have provided a competitive price for the contemplated construction work.

   f. The successful bidder shall provide contract payment and performance bonds for the full value of the construction project or, in lieu thereof, shall tender letters of credit acceptable to each of the City, NCRR and NSR.

4. In the event that NSR modifies the plans or specifications during the bid review process described in Section II.C.1.f of this Project Agreement, and NCRR and the

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City agree with the modifications, NSR shall review the modifications with the successful bidder to determine if a change in bid price is justified.

5. In the event that NSR and NCRR fail to agree on a successful bidder, or if NSR and the successful bidder fail to agree on price changes described in Section II.E.4 of this Project Agreement, NSR shall re-bid the proposed work.

After NCRR furnishes NSR written notice to proceed with construction, NSR shall enter into a construction contract, in a form similar to other NSR construction contracts, and which will reference the provisions of this Project Agreement, with the successful bidder.

F. Construction Management

1. NSR, at the NCRR Project's expense, shall be responsible for providing construction management services for the construction of the NCRR Project. NSR, at the NSR Project's expense, shall be responsible for providing construction management services for the construction of the NSR Project. NSR may elect to procure a consultant(s) with the prior approval of NCRR, such approval not to be unreasonably withheld.

2. NCRR, at NCRR's expense, shall have the right but not the duty to provide its representative to perform such items as construction observation, inspection, quality control, reviewing invoices, reviewing change requests, attending project meetings, or providing status reports to NCRR management as outlined in Section V of this Project Agreement. NCRR may elect to utilize a consultant(s).

3. The City, at the City's expense, shall have the right but not the duty to provide its representative to perform with respect to the NCRR Project such items as construction observation, inspection, quality control, attending project meetings, or providing status reports to City management as outlined in Section V of this Project Agreement. The City may elect to utilize a consultant(s). In no event shall City nor any City consultant enter on any land or right of way of NCRR without first having executed NCRR/NSR's standard entry agreement ("ROE") for such purpose and provided all that may be required by such ROE.

G. Construction procedures shall be as follows:

1. The portion of the City Project to relocate Washington Street was completed in October 2024. In the event the City Project includes relocation of any additional utilities or other work, such work may need to be completed prior to the start of certain Railroad Project work tasks and some Railroad Project work tasks may need to be completed prior to the start of such remaining City Project work tasks. The City and NSR shall coordinate construction schedules and work tasks and agree upon a master project schedule if and as needed. A condition precedent to NSR being required to commence the actual field construction of the NCRR Project or the actual field construction of the NSR Project shall be the completion by City of certain City Project work tasks and written notification to NSR and NCRR to that effect. NSR in its sole discretion may elect to commence such NCRR Project and/or NSR Project work before such City Project work is fully complete and NSR is

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otherwise allowed under this Project Agreement to proceed. NCRR and NSR should take all reasonable precautions to protect the completed City Project work at the top of the slope within the Railroad Project Limits.

2. A condition precedent to NSR being required to commence the actual field construction of the NSR Project work shall be the full completion by NSR of the NCRR Project work. NSR in its sole discretion may elect to commence such NSR Project work before such NCRR Project work is fully complete and NSR is otherwise allowed under this Project Agreement to proceed. Final acceptance of the NSR Project work shall not be requested nor provided before final acceptance of the NCRR Project work.

3. Subject to the foregoing conditions, NSR shall commence the actual field construction of the Railroad Project after NCRR has given its written authorization for construction, the construction contract is signed with the successful bidder, and all applicable permits required for construction of the Railroad Project are obtained.

4. During construction, if any changes in the Plans and Specifications are necessary, NSR shall provide cost estimates for such changes and shall secure written approval from the City (NCRR Work only) and NCRR prior to the work, as described in Section II.C.1.f of this Project Agreement.

5. All work in the construction of the Railroad Project shall be performed [i] in accordance with NSR standards and specifications, applicable to such work on its own railroad system, [ii] in accordance with the approved Plans and Specifications, [iii] in accordance with all applicable Federal and State regulations, and [iv] generally consistent with AREMA recommended practices.

6. NSR, by itself or through consultant(s) and contractor(s), shall provide all labor, purchased services, construction engineering, supervision and all equipment and materials necessary for the completion of the Railroad Project (including without limitation NSR's work under Section II of this Project Agreement) or NSR's review of the City's plans, specifications and related documents, and, except for that specifically done only for the NSR Project Work, all such work such be at NCRR's expense.

7. NCRR, at its expense, shall have the right but not the duty to inspect, sample or test, and approve or reject any materials or construction methods to be used during the construction of the Railroad Project provided that any rejection can only occur if the materials or construction methods are found not to meet the approved Plans and Specifications. NCRR's exercising of this right shall not unduly delay the Project.

8. Except for as provided in Section III.C of this Project Agreement, NSR's construction contract with the contractor shall provide that the contractor shall have the responsibility to coordinate its work with any third parties, including utility companies, and be liable to NCRR and NSR for any third party claims of interference or damages arising out of the acts or omissions of the contractor.

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9. During construction of the Railroad Project, NSR and/or its consultant(s) will document as-built dimensions and revisions to the approved construction and shop drawings. Within three (3) months after completion of the Railroad Project, NSR and/or its consultant(s) will furnish NCRR an electronic copy of the CAD file, in PDF format, showing the as-built plans.

10. For City Project work to be completed within the NCRR Corridor, City and/or its consultant(s) will document as-built dimensions and revisions to the approved construction and shop drawings. Within three (3) months after completion of the City Project, City and/or its consultant(s) will furnish NCRR an electronic copy of the CAD file, in PDF format, showing the as-built plans.

H. Work Schedule

1. NSR shall commence work on preparing and issuing a Request for Proposals for the design within ten (10) days of (i) the date of the execution of this Project Agreement.

2. Within thirty (30) days after the Notice to Proceed for the design of the Project, NSR or its Consultant shall prepare and furnish to NCRR a proposed schedule for the design and construction of the Project.

3. Within sixty (60) days after NSR's and NCRR's approval of the Plans and Specifications, NSR will confirm with NCRR a proposed schedule. NSR and/or its consultant will be responsible for furnishing the schedule for obtaining the necessary environmental permits for the work for inclusion into NSR's prepared schedule.

4. NSR Field Construction

a. NSR shall commence the actual field construction on the NCRR Project as soon as commercially reasonable after the later of (i) approval of the Plans and Specifications and (ii) receipt of the written notification by City that City has fully completed City Project work tasks as agreed upon by NSR and the City. NSR shall complete the NCRR Project as soon as commercially reasonable after the later of the date on which (i) NSR receives the written notification by City that City has fully completed City Project work tasks as agreed upon by NSR and the City, (ii) all permits required for the construction of the NCRR Project are obtained and the construction contract(s) is signed with the successful bidder(s), and (iii) NCRR gives NSR written authorization to proceed with construction of the NCRR Project as provided in Section II.E of this Project Agreement. After the NCRR Project is fully designed, NSR shall provide to NCRR and City a schedule for commencing construction, and after NSR has obtained authorization to proceed with construction, NSR shall provide to NCRR and City a schedule for completing construction. If any NSR work hereunder is delayed due to any moratoria established by any applicable federal and/or state agency which relates to the City Project or the NCRR Project, NSR's time for completion of its work hereunder shall be extended for a period equal to the time of such moratoria. In the event that the NCRR Project is delayed as a result of delay in obtaining a necessary permit, the arising of an unforeseen condition, the failure of NCRR to timely review

revised Plans and Specifications or revised estimates of cost, or the failure of NCRR to acquire sufficient interest in any required real property, the construction schedule shall be revised, and all parties hereto will agree on the revised schedule. Any failure to agree on the revised schedule shall be addressed by the Policy Planning Committee and dispute resolution process set forth in the Master Agreement if the dispute is between NCRR and NSR.

b. NSR shall commence the actual field construction on the NSR Project as soon as commercially reasonable after (i) approval of the Plans and Specifications and (ii) NSR completion of the NCRR Project and NSR shall complete the NSR Project as soon as commercially reasonable after (i) NSR completes the NCRR Project (ii) all permits required for the construction of the NSR Project are obtained and the construction contract(s) is signed with the successful bidder(s), and (iii) NCRR gives NSR written authorization to proceed with construction of the NSR Project as provided in Section II.E. of this Project Agreement. After the NSR Project is fully designed, NSR shall provide to NCRR a schedule for commencing construction, and after NSR has obtained authorization to proceed with construction, NSR shall provide to NCRR a schedule for completing construction. If any NSR work hereunder is delayed due to any moratoria established by any applicable federal and/or state agency which relates to the City Project, the NCRR Project, or the NSR Project, NSR's time for completion of its work hereunder shall be extended for a period equal to the time of such moratoria. In the event that the NSR Project is delayed as a result of delay in obtaining a necessary permit, the arising of an unforeseen condition, the failure of NCRR to timely review revised Plans and Specifications or revised estimates of cost, or the failure of NCRR to acquire sufficient interest in any required real property, the construction schedule shall be revised and all parties hereto will agree on the revised schedule. Any failure to agree on the revised schedule shall be addressed by the Policy Planning Committee and dispute resolution process set forth in the Master Agreement if the dispute is between NCRR and NSR.

III. PROPERTY

A. If any additional real property interests are needed in order to construct the Railroad Project, it will be the sole responsibility of NCRR to acquire such real property interests at NCRR's sole expense and the acquisition of a sufficient interest to such real property as may be needed will be a precondition to NSR's responsibility to commence NSR's work on any part of the Railroad Project.

B. If any additional real property interests are needed for the construction of the City Project improvements outside the NCRR railroad corridor, it will be the sole responsibility of the City to acquire such real property interests at the City's sole expense and the acquisition of a sufficient interest to such real property as may be needed.

C. If the Plans and Specifications identify encumbrances, including without limitation water lines, wire lines, pipe lines, parking lots and buildings, (together "Encumbrances") located on NCRR property that must be moved, relocated, adjusted or otherwise accommodated in order for construction of the Railroad Project, or if subsequent to the preparation of the

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Plans and Specifications but prior to NSR's commencement of the Railroad Project other Encumbrances are discovered, NCRR shall be solely responsible, at NCRR's sole expense, for seeking, obtaining and coordinating the said movement, relocation, adjustment or accommodation and this will be a precondition to NSR's responsibility to commence NSR's work on the Railroad Project. NSR agrees to cooperate in NCRR's efforts.

IV. REIMBURSEMENT

A. NCRR's Board of Directors has approved a budget not exceeding $5,5000,000 for the NCRR Project.

B. The City Project work was completed in October 2024 with no anticipated budget needs as of the date of execution of this agreement.

C. The proposed funding for the Project is as follows:

1. The City contributed $ toward the planning, design and construction of the completed portion of the City Project, including the Washington Street relocation and associated storm water and surface drainage improvements and associated work. Except as provided in this Project Agreement, both NCRR and NSR have no responsibility for payment for any portion of the City Project.

2. NCRR will contribute up to $5,500,000 toward the cost of the NCRR Project. These funds may be applied to the engineering design and construction of the NCRR Project and associated work. Except as provided in this Project Agreement, both the City and NSR have no responsibility for funding this work.

3. NSR will fund the improvements to the NSR Project (railroad roadbed drainage ditch improvements and associated work). Except as provided in this Project Agreement, both NCRR and the City have no responsibility for funding this work.

D. As part of the design, NSR or NSR's consultant will prepare an updated estimated cost for the NCRR Project which will be submitted to NCRR for review and approval. If upon completion of the design estimate, it is determined that the cost of the NCRR Project will exceed the NCRR budget, NSR shall inform NCRR in writing with explanation of increase. If the estimated cost exceeds the total funding in Section IV.C a revised funding agreement will be prepared and submitted for approval to NSR and NCRR. NSR shall not proceed with the bid process until NSR and NCRR agrees in writing on the increase for the NCRR Project. This paragraph is also subject to the provisions of Section XI of this Project Agreement with respect to potential termination of this Project Agreement.

E. Upon selection of the successful bidder for the NCRR Project, NSR will prepare an updated estimate of cost for NSR to complete the work (the proposed NCRR Project budget). If upon completion of the design estimate, NSR determines the cost of the NCRR Project will exceed the preliminary estimate, NSR shall inform NCRR in writing with explanation of increase. NSR shall not issue notice to proceed for the NCRR Project until NCRR agrees in writing on the increase for that project.

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F. Regardless of the provisions of this Project Agreement (including without limitation Section IV.C.2 of this Project Agreement), NCRR shall reimburse or arrange for reimbursement to NSR for the actual, documented cost of the design and construction of the NCRR Project and NSR review of the plans, specifications and related documents for the City Project. In addition, NCRR shall reimburse or arrange for reimbursement to NSR of NSR's administrative fees and additives.

G. Except for those items described in Section III of this Project Agreement (e.g., property and encumbrances) which under Section III are solely the responsibility of the City, and except for costs associated with the City Project, and except for costs clearly only associated with the NSR Project, NCRR shall be responsible for one hundred percent (100%) of the actual, documented costs associated with the NCRR Project, including the cost for NSR and NSR's consultant(s) to prepare the design plans and NSR's administrative fees and additives.

H. If during the course of the construction work unanticipated conditions arise which affect the cost of the work, the following shall apply:

1. If unanticipated conditions arise prior to the construction of the NCRR Project, NSR shall notify NCRR in writing of the condition and the estimated cost to remedy the condition. NCRR shall furnish to NSR written approval to commence the remedy. If NCRR fails to approve the cost of remedy of a condition within 14 days of receipt of the notice, work on the NCRR Project shall not begin until agreement is reached. NCRR shall reimburse NSR for the cost, if any, claimed and reasonably documented by the contractor associated with delay to the contractor's work on the NCRR Project. If the NCRR Project is terminated as a result of the condition, then the provisions of Section XI of this Project Agreement shall also apply.

2. If unanticipated conditions arise during the course of the construction work, NSR shall notify NCRR in writing of the condition and the estimated cost to remedy the condition. NCRR shall furnish to NSR written approval to commence the remedy. If NCRR fails to approve the cost of remedy of a condition within 14 days of receipt of the notice, work on the NCRR Project shall cease until agreement is reached. NCRR shall reimburse NSR for the cost, if any, claimed and reasonably documented by the contractor associated with delay to the contractor's work on the Project. If the NCRR Project is terminated as a result of the condition, then the provisions of Section XI of this Project Agreement shall also apply.

I. Reimbursement shall be pursuant to the following procedures:

1. NSR shall submit invoices for progress payments and a final payment to the NCRR at intervals no more frequently than thirty (30) days with the reimbursement amounts based on the actual costs of work completed. Supporting documentation for invoices shall be in the form described in Section IV.I.3 of this Project Agreement.

2. NSR shall submit all invoices not previously submitted, together with the supporting documentation as required by Section IV.I.3 of this Project Agreement, for the Railroad Project within one hundred eighty (180) days after completion and acceptance of the work by the NCRR and the City (where required hereunder).

3. NSR shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Project Agreement. NSR shall make such materials available at its office at all reasonable times during the construction period, and for three (3) years from the date of final payment for the NCRR Project under this Project Agreement, for inspection and audit by NCRR at reasonable times during normal working hours at the location where such records are normally maintained by NSR.

4. NCRR agrees to reimburse NSR upon each invoice rendered within thirty (30) days of NCRR's receipt of a written invoice.

V. STATUS MEETINGS AND INSPECTIONS AND PROJECT COMPLETION

A. NCRR, the City and NSR shall meet periodically at the request of any of the parties during the life of the Project to discuss the Project's status. Meetings shall be held on mutually acceptable dates at mutually acceptable locations. It shall be acceptable for attendance at meetings to occur telephonically and /or virtually.

B. NCRR, the City and NSR shall arrange for inspections of work on the Project as jointly deemed necessary by the parties.

C. Upon substantial completion and prior to final delivery of the Project and final payment by the NCRR to NSR for the construction of the NCRR Project, NCRR, the City (City Project and NCRR Project only) and NSR shall perform a project close-out that will provide the parties an opportunity to assure the Project has been constructed as described under Section II.A of this Project Agreement. The project close out shall consist of a joint final inspection with NSR's Construction Manager and NCRR's and the City's representatives. The final inspection will produce a mutually acceptable final inspection correction list. NSR, as Construction Manager, will correct or cause to be corrected the items (if any) in the final inspection correction list.

D. Upon completion of the items (if any) on the final inspection list, NSR will distribute the list to NCRR and the City as notification the Project has achieved Final Field Acceptance. Upon issuing the Final Field Acceptance, NSR will furnish to NCRR records as noted in Section A.9 of the Capital Agreement and furnish to NCRR the as-built plans as noted in Section II.G.9 of this Project Agreement. Upon the delivery to NCRR of the documents in this section, the Project will be accepted by the parties as complete.

E. NSR will issue the final invoice in accordance with Section IV.I.2 of this Project Agreement. The final invoice and payment shall serve as final acceptance of this Project by the parties.

VI. SALVAGE

A. The scrap value of salvaged running rail, and other salvaged steel materials removed from the NSR Project, if any, will be returned to the NCRR Project as a credit.

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B. NSR's contractor(s) shall retain all other salvaged scrap materials generated as a result of the Project. Scrap materials are to be removed from NCRR's right of way and disposed of in accordance with applicable local, state and federal laws and regulations.

VII. MAINTENANCE/OWNERSHIP

A. The infrastructure constructed by NSR for the NSR Project after completion of the Project shall owned by NCRR and shall be maintained by NSR in accordance with Section 8 of the Master Agreement, except that the NSR Project shall not be deemed an upgrade for purposes of Section 8(e) of the Master Agreement.

B. The slope improvements and any other improvements made by the NCRR Project shall be owned and maintained by NCRR.

C. The roadway, drainage, overhead pedestrian overpass bridge, and related improvements for the City Project shall be owned by the City and shall be maintained by the City.

VIII. INDEMNIFICATION/INSURANCE

1. NSR agrees to and does hereby indemnify and hold NCRR and the City harmless from and against any and all loss, cost, claim, liability or expense (including but not limited to attorney's fees) resulting from the loss of life of or personal injury to any person or the loss of or damage to any property occurring during the construction phase of the Railroad Project which arises from the construction activities of NSR or its contractor(s), except to the extent that such loss of life, personal injury or property loss or damage is caused by the negligence of NCRR or the City.

2. To the extent allowed by law, the City agrees to and does hereby indemnify and hold NCRR and NSR harmless from and against any and all loss, cost, claim, liability or expense (including but not limited to attorney's fees) resulting from the loss of life of or personal injury to any person or the loss of or damage to any property occurring during the construction phase of the City Project which arises from the construction activities of the City or its contractor(s), except to the extent that such loss of life, personal injury or property loss or damage is caused by the negligence of NCRR or NSR. City also agrees City and its Prime Contractor shall be required to provide to NCRR and NSR such insurance as is listed on Exhibit A, attached hereto and made a part hereof.

IX. MERGER

Except for the Master Agreement, the Capital Agreement and this Project Agreement constitute a final expression of all the terms agreed upon and are a complete and exclusive statement of those terms, superseding all other prior understandings and agreements, both written and oral, between the parties with respect to the Project. The Capital Agreement and this Project Agreement may be supplemented, amended or modified at any time and in any and all respects only by an instrument in writing executed by NSR and NCRR.

X. ASSIGNMENT

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This Project Agreement may not be assigned by any of the parties without the written consent of the remaining two parties, which consent shall not be unreasonably withheld.

XI. TERMINATION.

NCRR, NSR and City shall have the right to abandon the Project at any time prior to the time NSR has been authorized to begin construction work on the Railroad Project. Termination of NSR's, NCRR's or City's participation must be effected by written notice to other two parties a minimum of thirty (30) days prior to the termination date. Furthermore, failure on part of NSR, NCRR or City to comply substantially with any of the material provisions of this Project Agreement prior NSR's commencement of the Railroad Work will be grounds for NSR, NCRR or City (as the case may be) to withdraw participation in the project. However, should NSR, NCRR or City timely withdraw its participation under any provision of this Project Agreement, NCRR shall reimburse NSR, within ninety (90) days of receipt of an invoice, the actual cost of the work performed by NSR (except for that work which under this Project Agreement is to be performed by NSR at NSR's expense), including any costs or penalties associated with early termination of the construction contract.

XII. FORCE MAJEURE

NSR, NCRR and City agree to pursue the completion of the work for the Project covered by this Project Agreement as expeditiously as possible and to complete said work in accordance with the requirements of the Project Agreement. If City or NSR are unable to complete their portion of the work for the Project specified in this Project Agreement due to a condition of *force majeure* or other conditions beyond the reasonable control of NSR or City (as the case may be), then NSR or City (as the case may be) will diligently pursue completion of the Project once said condition or conditions are no longer in effect.

XIII. MISCELLANEOUS

A. Governing Law. This Project Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the principles thereof relating to conflicts of law.

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

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

D. Iran Divestment. Each of NSR, NCRR and City hereby certifies that, as of the date of this Agreement, neither it nor any of its contractors who have been selected to perform work under this Agreement are on the Final Divestment List as created by the State Treasurer pursuant to N. C. Gen. Stat. § 147-86.58. In compliance with the requirements of the Iran Divestment Act, N.C. Gen. Stat. § 147-86.55, et seq., each of NSR, NCRR and city covenants that it shall not enter into a contract with a subcontractor to perform work under

DRAFT

this Agreement if such subcontractor is at that time identified on the Final Divestment List.

DRAFT

IN WITNESS WHEREOF, this Project Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the City of High Point, NCRR and NS by authority duly given.

Witness: NORFOLK SOUTHERN RAILWAY COMPANY

By: _____ By: _____

Title: _____ Title:_____

Federal Tax Identification Number: 56-6002016
Norfolk Southern Railway Company

Remittance Address:
Norfolk Southern Railway Company
c/o Norfolk Southern Corporation
Miscellaneous Billing1200 Peachtree Street NE, Box 34
Atlanta, GA. 30309

Witness: NORTH CAROLINA RAILROAD COMPANY

By: _____ By: _____

Title: _____ President

Federal Tax Identification Number 56-6003280
North Carolina Railroad Company

Remittance Address:
North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, NC 27604-1640
Attn: Carl Warren, President & CEO

DRAFT

CITY OF HIGH POINT

Attest: _____ By: _____

Title: _____ Title: _____

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

_____

Bobby Fitzjohn, Financial Services Director

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with National Equipment Dealers, LLC**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment
2. Quote

PURPOSE: To purchase a replacement for the Tana H555 Compactor that caught fire on January 14, 2026.

BACKGROUND: On January 14, 2026, the Tana H555 Compactor caught fire on the face of the landfill around 6 pm. The fire department was called to the scene and extinguished the fire which was contained to the engine compartment of the equipment. A report was submitted to the Department of Environmental Quality (DEQ) along with Risk Management. Risk Management informed the city insurance carrier, FM Global, who has since approved coverage of this replacement compactor.

The Public Services Department is recommending that Council approve a contract with National Equipment Dealers, LLC (NED, LLC) under N.C. Sheriff's Contract #26-10-0422 for the purchase in the amount of $1,470,000.00, which includes a 5-year/10,000 hour full machine extended warranty.

BUDGET IMPACT: A budget ordinance amendment appropriating the insurance proceeds is included with this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with National Equipment Dealers, LLC in the amount of $1,470,000.00 for a replacement Tana H555 compactor, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE INSURANCE PROCEEDS
FOR THE REPLACEMENT OF A COMPACTOR AT THE KERSEY VALLEY LANDFILL

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

Section 1. The proposed amendment appropriates $1,470,000 in insurance proceeds for the replacement of a compactor at the Kersey Valley Landfill.

Section 2. The 2025-2026 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Solid Waste Fund expenditures be amended as follows:

Equipment and Machinery – Compactor	$1,470,000

(B) That the following Solid Waste Fund revenues be amended as follows:

Insurance Proceeds	$1,470,000

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

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

Adopted by High Point City Council, this the 6th day of April 2026

_____
Cyril Jefferson, Mayor

ATTEST

_____
Sandra Keeney, City Clerk

NATIONAL EQUIPMENT DEALERS, LLC.

BELL TRUCKS AMERICA, INC. | HYUNDAI CONSTRUCTION EQUIPMENT | SAKAI MASTERS OF COMPACTION | asv

MANITOU HANDLING YOUR WORLD | YANMAR | TANA North America From Waste to Value | XCMG

CUSTOMER:	**DELIVER TO:**	**DATE:**	**3/20/2026**
City of High Point 3940 Kivett Dr. Jamestown, NC 27282	**City of High Point** 3940 Kivett Dr. Jamestown, NC 27282	**SALESMAN:** **Expiration:** **Lead Time:**	**Kevin Smith** **45 Days** **In Stock**
CONTACT: **Mike Spencer**	**PICK UP LOCATION:**		
PHONE:			

Thank you for the opportunity to quote the following items.
Please review the quotation and contact us with any questions.

UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL	PRICE
	1	NEW		TANA	H555	$1,422,500.00
DESCRIPTION & SPECIFICATIONS		124,250lbs Operating Weight Cummins X15 Diesel Engine (535hp)				
ATTACHMENT/OPTION		Ansul Fire Suppression System				$20,000.00
ATTACHMENT/OPTION		Auto Lubrication System				$12,500.00
ATTACHMENT/OPTION		Heated Mirrors w/ Side Cameras and 2 Additional Displays				
ATTACHMENT/OPTION		Side Lights - H Series - LED				
ATTACHMENT/OPTION		Semi-U Blade				
ATTACHMENT/OPTION		Heated & Cooling Seat + Cooling Box For Food / Drinks				
ATTACHMENT/OPTION		Protrack Access and Reporting				
ATTACHMENT/OPTION		Tarpomatic Cylinder Upgrade				
ATTACHMENT/OPTION		Webasto - Engine & Hydraulic Pre Heater				
STANDARD WARRANTY		2 Year / 4,000 Hour Full Machine				STANDARD
OPTION		5 Year / 10,000 Hour Powertrain Only Extended Warranty (Add $3,500.00)				
OPTION		5 Year / 10,000 Hour Full Machine Extended Warranty (Add $15,000.00)				
		Extended Warranty Pricing Reflects Credit Given By Assurant For Unused Coverage on s/n: AH1486				
FOB:	Customer	CONTRACT #:	NC Sheriff's Contract #26-10-0422		TOTAL CASH PRICE	$1,455,000.00

*Rates may vary** Based on delivery date & credit approval process*

FINANCE RATE (SUBJECT TO CHANGE!)
Customer must qualify for rate quoted.

FINANCE OPTIONS			
MONTH	RATE	PAYMENT EST	PLEASE CHECK & INITIAL
			☐
			☐
			☐
			☐

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.

Description	Allowance
	-
	-
1. Trade Allowance	-
2. Other (Specify)	-
2a.	-
3. Cash Down Payment (Cash, Rebate, Municipal Discount)	-
4. Total Cash and Other Down Payment	-
5. Total Down Payment	-

I agree to pay all taxes and other charges and settle for the purchase price as follows:

1. Total Cash Price	1,455,000.00
2. Discount/Rebate/Down Payment	
3. Unpaid Cash Payment	1,455,000.00
4. Sales Tax	
5. DOC Fees or Charges	
6. Total Taxes and Fees	
7. Cash Due on Delivery	**1,455,000.00**

In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1½ % per month until the entire balance is paid in full

Order Taken By: Kevin Smith Purchaser Name: **Mike Spencer**

Seller Signature: *Kevin Smith* Purchaser Signature:

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with Precision Infrastructure Management**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Proposal
2. TIPS Contract

PURPOSE: To provide a comprehensive framework of all sidewalk deficiencies and roadway ponding issues in the public Right-of-Way (ROW).

BACKGROUND: The City of High Point has worked with Precision Infrastructure Management in the past to identify, inventory, and repair sidewalk deficiencies in two areas of the city; however, this study would encompass the entirety of the city. This study will provide a platform to build a self-assessment report that will allow for prioritization of work to repair, demolish and replace or remediate with in-house crews or contractors. This project will also identify ponding issues within the ROW that can be addressed over time.

The Public Services Department is recommending that Council approve a contract with Precision Infrastructure Management (TIPS Cooperative Contract #250903) in the amount of $157,200.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Precision Infrastructure Management in the amount of $157,200 for an assessment of sidewalk deficiencies and roadway ponding issues in the public right-of-way and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT, NC

Right-of-Way Self-Assessment

Prepared for

Caleb Friedenbach, Streets Superintendent

Melinda King, Public Services Assistant Director

PRECISION INFRASTRUCTURE MANAGEMENT

Your Assets. Our Passion.

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Casey Penland, Regional Manager
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City of High Point, NC
RIGHT-OF-WAY SELF-ASSESSMENT
PROPOSAL

Prepared for

Caleb Friedenbach, Streets Superintendent

Melinda King, Asst Public Services Director

EXECUTIVE SUMMARY

Using the information provided by **Mr. Caleb Friedenbach, Streets Superintendent,** Precision Infrastructure Management (PIM) proposes options to assist the City of High Point with its Pedestrian Right-of-Way Self-Assessment, which is required by Title II of the Americans with Disabilities Act (ADA).

PIM is a corporation whose business is based solely on ADA Transition Plans, Condition Studies, and Pedestrian Infrastructure Management. Our experts have assisted our clients in improving pedestrian accessibility, safety, alleviating trip and fall liability, exceeding the requirements of the Americans with Disabilities Act (ADA), and improving community assets across the United States for over a decade**. We have worked with more than 525 municipal entities and projects across the Mid-Atlantic to help them complete ADA transition plans, comply with ADA Title II and III requirements, and to evaluate and maintain their right-of-way, facilities, and parks.** Our singular focus has allowed us to invest in specialized software systems, methodologies, skilled field collection technicians, and compliance staff that add efficiency to the tedious – yet important job – of finding, analyzing, and prioritizing remediation of barriers for people with disabilities.

Within the State of North Carolina alone, we have worked with more than 100 municipal entities to help them complete ADA transition plans, comply with ADA Title II and III requirements, and assess and maintain their right-of-way, facilities, and parks. PIM Condition Assessments are a comprehensive assessment that allow High Point, NC to create a comprehensive implementation plan to improve accessibility across its pedestrian sidewalk network.

Above all, PIM aspires to provide actionable data and reports that will reduce overall budget expenditures while improving accessibility.

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TECHNICAL APPROACH

PIM will employ a phased approach to develop and execute the full ADA Self Assessment for the High Point scope of work. The phases include:

- Organization & Initiation
- Data Collection and Analysis
- Recommendations, Budgets, and Reports development

ORGANIZATION AND INITIATION

The Organization Phase starts with an introduction of the PIM project team to the High Point project team through a project initiation meeting. Scope and schedule for the project are confirmed at this project initiation meeting. Any initial schedule adjustments from the proposed schedule should be made at this time. Roles and responsibilities for each team member will be clarified and any City policies or procedures the PIM team needs to be made aware of should be shared at this time. A schedule for routine project updates and milestone deliverables (if required) will be determined during this phase. Project Deliverables will also be clarified at this phase.

Organization and Initiation Phase Schematic

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DATA COLLECTION AND ANALYSIS

Self-Assessment of Pedestrian ROW

PIM will use its proprietary data collection methods for ROW assessments that incorporates the ADA Accessibility Guidelines for ADA Transition Planning, Public Right-of-Way (ROW) Accessibility Guidelines, and Self-Assessment Checklists for Public ROW. References to these standards and guidelines are provided below.

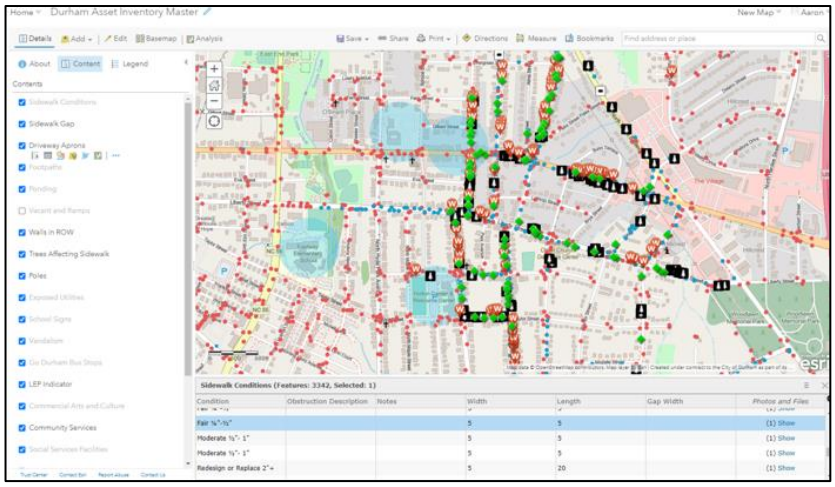
- ADA Transition Plan Guidelines Title II Checklist: Checklist
- Public Right-of-Way Accessibility Guidelines: PROWAG
- North Carolina Department of Transportation 2015 ADA Self-Assessment & Transition Plan NCDOT

The exact collection criteria for High Point, NC can be found in **Attachment A: Collection Attributes for the City of High Point, NC.**

The public ROW evaluation is based on a 5-step industry leading framework that includes the following steps.

1. Identify & Inventory
2. Inspect & Assess
3. Analyze & Decide
4. Prioritize Work
5. Repair, Demolish & Replace, or Remediate

PIM's Process is derived from the practice of Asset Management. For municipalities, Asset Management seeks to optimize life cycle costs for infrastructure assets by extending the useful life of each asset (to reach or exceed its design target) and lower the overall cost of new construction or renewal maintenance activities.



PIM will use PROWAG as the basis for all public ROW evaluations. PIM will produce a report detailing all deficiencies, recommendations to mitigate those deficiencies and budget estimates for the cost of mitigation by category of deficiency. Deficiencies will be mapped into an ArcGIS layer to provide visual representation of the deficiencies and used as a platform to build the self-assessment report.

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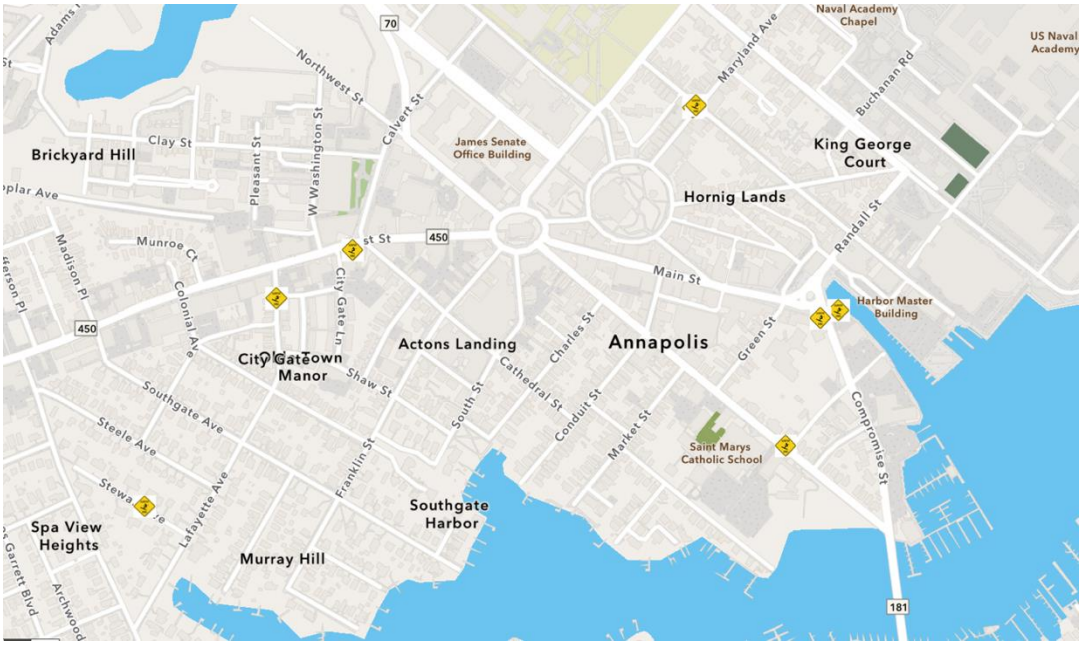
Ponding Survey and Mitigation Feasibility Analysis

Areas of ponding water create accessibility issues on roadsides, at intersections, and for accessible routes in the Pedestrian ROW. Ponding also accelerates infrastructure degradation, as sitting water degrades asphalt and concrete if not mitigated.

PIM has developed a patented process (U.S. Patent No. 11,686,051) to mitigate ponding at a fraction of the cost and time using more traditional methods. PIM proposes to perform a survey for ponding locations throughout the entire High Point street network. Following in-field identification, these locations will be assessed for mitigation feasibility using online maps and Street View technology. Following discussion with High Point on prioritization, PIM will perform full onsite feasibility on 5 of the identified locations.

Step 1 – Survey Identification

PIM's trained surveyors will inspect street/sidewalks throughout High Point to identify ponding areas. Ponding locations will be collected in a separate layer within ArcGIS.



Example of ponding mitigation layer for project in Annapolis, MD.

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Example of ponding area identified by PIM. Geolocation and photos of each location will be provided.

Step 2 – Onsite and Online Pre-Feasibility

Using onsite and online inspection, PIM will assess identified ponding locations and suggest either traditional demolition and replacement (D&R) or the usage of PIM's patented alternative maintenance activity. Typically, 70% of locations are found to be feasible for alternative maintenance activities.

Pre-feasibility notes on ponding location

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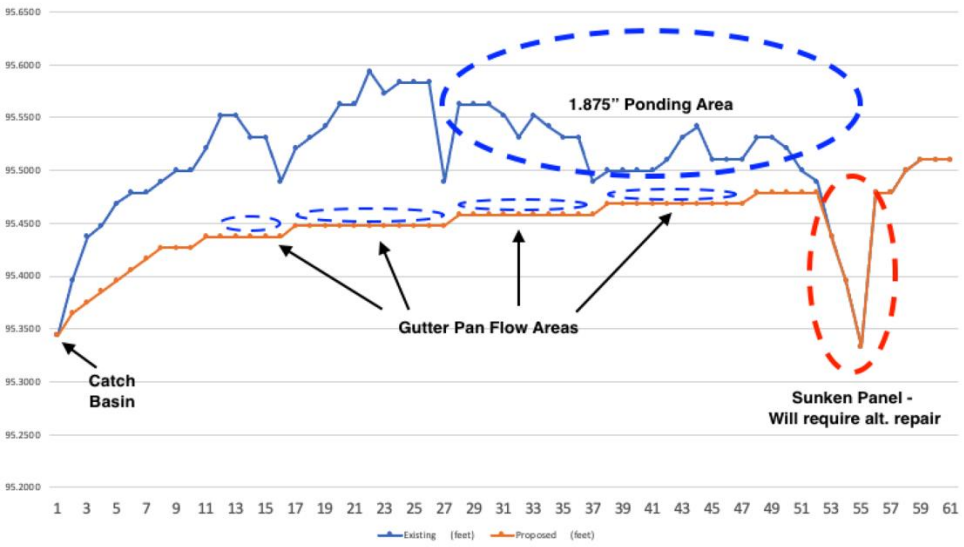
Step 3 – Onsite Feasibility

If a site passes pre-feasibility, PIM will dispatch a survey team with a rotary laser level to perform a full onsite feasibility. The onsite feasibility will determine the relative elevation at the ponding location. PIM will then analyze the data and suggest topographical adjustments to mitigate ponding at that location.

PIM staff performing onsite feasibility.

Step 4 – Repair Proposal

PIM will deliver a mitigation proposal to High Point, detailing the cause of the ponding, suggested topographical alterations, and pricing.



Example of plot showing ponding and proposed topographic alterations.

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RECOMMENDATIONS, BUDGETS, & REPORTS DEVELOPMENT

Collecting accurate deficiency data is only the first step in the ADA TP process. Many consultants and municipalities can be overwhelmed by the sheer volume of deficiency data, leading to "analysis paralysis." Often the data, collected at great cost, is mothballed before a report is even delivered. This is why PIM puts such great value on collecting actionable data and developing meaningful prioritization metrics for our clients.

Maintenance activities, demolition & replacement (D&R), cost estimation, and long-term planning

Utilizing the recommended maintenance activities and D&R, short- and long-term cost estimates and planning is conducted. The best solution will depend on the type of defect, extent of damage, and deterioration by deficiency. Using a preponderance of best practice data from municipalities across the United States, PIM recommends adopting the following policy as it relates to sidewalk maintenance:

- **Always repair wherever and whenever possible, while staying compliant with ADAAG and PROWAG**
- **Use demolition and replacement as a last resort.**

This policy maximizes budgets, pedestrian safety, and compliance. Using a set of industry benchmarks for the four different maintenance activities, we have provided estimates of cost for addressing a sample set of deficiencies. PIM would work closely with sister company, Precision Safe Sidewalks, LLC, to organize ROW data collection to ensure it flows seamlessly into alternative maintenance options for certain deficiency categories.

PRICING SUMMARY

PIM will perform an ADA self-assessment for the City of High Point

- ROW Self-Assessment and Ponding Collection - $157,200
- *This cost assumes 244.4 miles of ROW. PIM will request a $600/mile change order for each mile over 244.4.*

PROJECT SCHEDULE AND DURATION

The field collection portion of this project is anticipated to take approximately 80 work days to complete, with the note that wet weather days may delay our operations. Although no assistance will technically be required from High Point by our field collection team, PIM welcomes site visits, evaluations, and recommend periodic meetings with your staff at your convenience.

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SAFETY

PIM has a flawless safety record; we use OSHA approved equipment, certify all employees who work directly on sidewalk condition studies, and have outstanding safety practices for both employees and the public who may be using the walkways and facilities we are surveying. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete condition assessments without incident. Our clients often receive unsolicited compliments for the work we are performing for them.

INSURANCE AND INCORPORATION:

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, Georgia, West Virginia, District of Columbia, Pennsylvania, New York, Connecticut, California. Proof of liability, workers compensation, and auto insurance will be provided as requested.

CONFIDENTIALITY

This copyrighted material is presented by PIM to High Point, NC for the purpose of evaluating an offer to provide self-assessment, condition study, and ADA transition related products and services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

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TIPS CONTRACT 250903

This proposal is made with the assumption that the City of High Point, North Carolina will procure these services through the TIPS cooperative purchasing program. By leveraging the TIPS contract vehicle, Burlington can take advantage of competitively solicited and awarded contract terms and pricing that are already established through TIPS. Cooperative procurement agreements are designed to streamline the purchasing process and reduce administrative burden by allowing public agencies to "piggyback" on contracts that have already been competitively bid and awarded. This approach provides procurement efficiencies, saves time and resources, and supports compliance with applicable local and state purchasing requirements. Additionally, utilizing TIPS enables Burlington to access pre-approved vendors and qualified services without conducting a separate, lengthy bid process, supporting timely project implementation and cost-effective service delivery.

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(336)870-5602
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PROJECT ACCEPTANCE

Email: c.penland@precisioninfrastructuremgmt.com

or Fax to: (800) 734-8891

Upon receipt of this signed acceptance or Purchase Order, PIM will initiate the ADA Self-Assessment for High Point, NC, including the following components:

____ ROW Self-Assessment and Ponding Collection - $157,200

Approved By: _____

Title: _____

Signature: _____

Phone: _____

Email: _____

Notes:

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NOTES

1. PIM CS, LLC, d/b/a Precision Infrastructure Management ("PIM"), provides the proposal subject to the terms and conditions set forth in herein (the "Terms"). Acceptance of PIM's proposal by the customer (the "customer" or "you") constitutes the agreement by customer to engage PIM in accordance with such proposal and these Terms. Acceptance of PIM's proposal will occur by the customer providing a purchase order to PIM in respect of the proposed services or by click-through or similar agreement by the parties. PIM priced this proposal based on the customer's approved specifications. The ADA's language on ADA specifications can be found at the U.S. Access Board. (U.S. Access Board – Home (access-board.gov). The specifications we apply will be those in effect as of the date the proposal is agreed to. Approval of this project by any method is approval of the specifications priced in the proposal.

2. PIM inspects only those areas specifically approved by you, our customer, and therefore makes no guarantee all the customer's property has been inspected. PIM also will use its best reasonable efforts to assess such areas, but may not be able to find every latent or hidden barrier or issue. In addition, PIM's assessment is based on information provided by you, and in order for PIM to conduct its assessment, accurate and complete information from you is necessary.

3. After the project is completed, new barriers may occur due to, e.g., natural causes such as roots, water, freezing, pipes, and other natural causes, repairs to buildings or property, new construction, or other man-made causes, or for other reasons. The parties acknowledge that the property is not static, but changes over time for various reasons unrelated to and not caused by PIM. Upon completion of the project, PIM is not liable for any claims, losses, or damages related to the occurrence of new ADA barriers.

4. While we endeavor to perform our Services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of ADA barriers on each job, and therefore cannot make any guarantees or warranties regarding the completeness of our catalogue of ADA barriers. Should you identify any barriers that were missed, whether within the specified scope of this project or not, please contact us and we will work with you to add them to the final reports.

5. PIM is an equal opportunity employer. PIM does not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are

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committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. We will not discriminate, and will take affirmative action measures to ensure against discrimination, in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran status.

6. PIM is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PIM will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be retaliated against for making such a complaint. sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.

7. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater. In addition, you will be responsible to reimbursement of any of PIM's actual costs due to the prevailing wage job determination, including but not limited to the attorneys' fees incurred by PIM in connection therewith.

8. Although drawn by PIM, if you agree to this proposal you agree that – in the event of any dispute over its meaning or application – be interpreted fairly and reasonably and neither more strongly for nor against either Party.

9. PIM catalogues only those ADA barriers specifically requested by customers. PIM makes no guarantee or representation that all ADA barriers have been catalogued after the contract is completed. Also, it is recognized that after completion of the contract, ADA barriers may and frequently do continue to appear naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PIM is not responsible for movement or changes in the sidewalks and is not liable for any related claims, losses, damages, or liabilities pertaining thereto.

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10. Pricing is valid for 90 days from when PIM sends this proposal, and is based on the volume of work represented in the proposal.

11. By signing below acceptance of proposal, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, I authorize PIM to complete the work detailed in this proposal in accordance with PIM's schedule and pricing below and attached. Also, payment of PIM's invoice(s) will confirm that I have inspected PIM's work and that it was performed to my satisfaction.

12. ADA Barrier Disclaimer. Pursuant to this agreement, PIM is utilizing commercially reasonable efforts to locate and catalogue ADA barriers within the scope of its engagement. PIM's engagement, however, is not and shall not be interpreted as a warranty or guarantee that all ADA barriers have been identified and remedied. Barriers can be difficult to locate and may be hidden in various ways; while PIM will attempt to locate all reasonably identifiable barriers, PIM cannot guarantee that it will locate all barriers. In addition, worksites can change on a daily basis (or more frequently), and PIM is not responsible for ongoing changes to worksites after it identifies and catalogues ADA barriers. By signing this agreement, Customer agrees and acknowledges that PIM cannot and does not claim to identify and catalogue all barriers from the worksite, and that Customer, and not PIM, holds responsibility for barriers on its property.

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Attachment A: Collection Attributes for the City of High Point, NC

Vertical Height Displacements

- Vertical height differentials greater than .25 inches between contiguous concrete panels, collected in three classes ranging from least severe (.25 to .49 inches) to severe (.50 to .99 inches) to most severe (1 inch to 2.5 inches) along with the square footage of the affected panels. (R302.6.2) / Note – Statistical sampling will augment collection of .25 to .5 inch VHDs.
    - VHDs will be collected next to intact D&R panels and all other collection attributes
    - Exposed Utilities are included in this category

Demolition & Replacement Recommendations

- Concrete panels with 3 or more cracks, greater than 1-inch gap between panels, significant spalling, VHD greater than 2.5 inches, extreme running slope issue (>20%) or other extreme and non-repairable issues; Non-compliant brick, asphalt, or other non-concrete paths.

Extreme Cross Slope

- Greater than 4% slope for more than 100 feet; PROWAG Guidelines require 2.1% maximum cross slope. This collection item is intended to find the highest priority and most pervasive issues creating urgent access issues. (R302.5)
- Greater than 4% cross slope when ROW crosses a driveway. (R302.5)

Pedestrian Access Route (PAR)

- Concrete/PAR physically less than 4 ft. – Areas where the PAR was not designed to meet PROWAG's 4 ft. requirement. (R302.2)
- Vegetative Barrier – Picture and location for significant vegetation creating less than 4 ft. of space for the PAR, generally defined as vegetation that is not seasonal in nature.
- Ground – Physical barrier that obstructs the PAR and limits the 4 ft. required space. Examples include signposts, fire hydrants, power poles, derelict/abandoned items, mail boxes, walls inclining into PAR.
- Vertical – Physical obstructions less than 80 inches off the PAR, creating head clearance issues. Examples include signs, boxes on telephone poles, etc.)(R402)

Curb Ramp and Blended Transitions

- No curb ramp – (R203)
- Detectable Warnings (DWs) – Are DWs present on the curb ramp (yes/no) (R305)

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Sidewalk Gaps/Footpaths

- <100 ft. - Instances where existing sidewalk ends then picks up <100ft away. Both ends of the sidewalk need to be on the same side of the street.
- Footpaths- Well-defined/ worn paths commonly in grass that indicates an often traveled route. Footpaths will only be collected when they connect to an existing sidewalk and are parallel with the street.

Ponding

- Identify areas of ponding water at the bottom of curb ramps or along the street. Collection of this item will occur 12-36 hours after rainfall to ensure accuracy.

Disability Indicators

  - Accessibility ramps connected to residences that abut the assessed PAR.

Additional Collection Items

- Apparent graffiti or vandalism within the ROW or adjacent locations

TIPS VENDOR AGREEMENT

TIPS RFP 250903 Goods, Supplies and Services for Facility and Site ADA Compliance (Non-Public Work Construction Only)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

PIM CS, LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2025, but extended negotiations delay award until June 27, 2025 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2025 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2025, but extended negotiations delay award until June 27, 2025 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2025 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
ii. **Violations of privacy and data laws; and**
iii. **Unauthorized use or distribution of TIPS Property.**

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 250903 GOODS, SUPPLIES AND SERVICES FOR FACILITY AND SITE ADA COMPLIANCE (NON-PUBLIC WORK CONSTRUCTION ONLY)

Vendor Name: PIM CS, LLC

Vendor Address: 25 Maryland Ave

City: Annapolis State: MD Zip Code: 21401

Vendor Authorized Signatory Name: Charlie Szold

Vendor Authorized Signatory Title: Managing Partner

Vendor Authorized Signatory Phone: 203-994-3705

Vendor Authorized Signatory Email: c.szold@precisioninfrastructuremgmt.com

Vendor Authorized Signature: Charlie Szold Date: 10/15/25

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/20/2025

250903
Precision Infrastructure Management
PIM CS, LLC
Supplier Response

Event Information

Number: 250903
Title: Goods, Supplies and Services for Facility and Site ADA Compliance (Non-Public Work Construction Only)
Type: Request for Proposal
Issue Date: 9/4/2025
Deadline: 10/17/2025 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 220903 GOODS, SUPPLIES AND SERVICES FOR FACILITY AND SITE ADA COMPLIANCE/NON-PUBLIC WORK CONSTRUCTION ONLY ("220903"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ADA OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 220903.

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 220903 WHICH COVERS ALL OF YOUR ADA OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Precision Infrastructure Management Information

Contact: Charlie Szold
Address: 25 Maryland Ave
Annapolis, MD 21401
Phone: (203) 994-3705
Web Address: https://precisioninfrastructuremgmt.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Charlie Szold
Signature

c.szold@precisioninfrastructuremgmt.com
Email

Submitted at 10/16/2025 10:34:22 AM (CT)

Requested Attachments

Pricing Form 1

250903 Pricing Form 1 - NA.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

250903 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Reference Letters - Complete.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

250903 Required Confidentiality Claim Form (1).pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

250903 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

250903 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

PIM CS W-9 2025.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Precision Infrastructure Management.revisi.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Response Attachments

TIPS RFP 250903 - 10.15.25.pdf

RFP response submission, including trade secret material

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Precision Infrastructure Management (PIM CS, LLC) is a nationally recognized accessibility consulting firm that helps public entities meet the requirements of Title II of the Americans with Disabilities Act (ADA) through practical, data-driven solutions. Since 2008, PIM has partnered with more than 2,900 public and private clients nationwide, turning ADA compliance from a liability into a managed, measurable program. PIM's services address every aspect of accessibility within the built and programmatic environment, including assessments of sidewalks, curb ramps, facilities, parks, and recreation areas, as well as website and digital accessibility reviews aligned with WCAG 2.1 AA and the DOJ's 2024 Title II Web Accessibility Rule. The firm also conducts programmatic reviews to ensure services, policies, and communications provide equal access, and offers part-time ADA Coordinator support for ongoing compliance management. By identifying barriers before they escalate, PIM helps clients avoid loss of federal or state funding, prevent costly DOJ enforcement actions, and maintain the trust of residents who depend on accessible public spaces and services. Each project delivers defensible, GIS-based data and clear priorities, giving local governments an actionable roadmap for achieving lasting accessibility while reducing legal, financial, and reputational risk.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Charlie Szold

7 **Primary Contact Title**

Primary Contact Title

Managing Partner

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

c.szold@precisioninfrastructuremgmt.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2039943705

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2039943705

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Aaron Hester

13 **Secondary Contact Title**

Secondary Contact Title

Managing Partner

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

a.hester@precisioninfrastructuremgmt.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7605184566

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7605184566

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Shawn McCoy

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

s.mccoy@precisioninfrastructuremgmt.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3302075893

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Charlie Szold

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

c.szold@precisioninfrastructuremgmt.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2039943705

24 **Company Website**

Company Website (Format - www.company.com)

https://precisioninfrastructuremgmt.com/

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

PIM CS, LLC

26 **Primary Address**

Primary Address

25 Maryland Avenue

27 **Primary Address City**

Primary Address City

Annapolis

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

MD

29 **Primary Address Zip**

Primary Address Zip

21401

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Precision Infrastructure Management Precision PIM CS LLC

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Annapolis

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

MD

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

16

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

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Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38

Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)** **This is a requirement of the TIPS Contract and is non-negotiable.** "Substantial Interest", as used in this attribute, is defined in Tex. Edu. Code § 11.067(b). By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor. Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

46	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
47	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
48	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

49	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
50	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree
51	**Alternative Dispute Resolution Limitations** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Does Vendor agree? Yes, Vendor agrees

52 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

54 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

61 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

62 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 and Texas Education Code Section 11.067 (effective September 1, 2025), which generally require disclosures of conflicts of interest by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1), or gifts or in-kind services with a value of more than $250 as specified by Section 11.067(b)(3), Texas Education Code;

(3) has a family relationship with a local government officer of our local governmental entity;

(4) has a substantial interest in the Vendor or in a subcontractor as defined by Section 11.067(c), Texas Education Code (ownership or profit interest greater than 10%); or

(5) has any other financial, commercial, or familial relationship with our local government that may warrant reporting under these statutes.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

64 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

65 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

66 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

67	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

76

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

77

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

78

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

79

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

82	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

84	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.
Does vendor certify?

Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

97 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

98 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

99	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
100	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

CITY OF PITTSBURGH
OFFICE OF THE MAYOR
MAYOR ED GAINEY
He/Him/His

October 16, 2025

Education Service Center Region 8/TIPS Cooperative

re: Reference Letter for Precision Infrastructure Management

To whom it may concern:

Please accept this reference for Precision Infrastructure Management (PIM), whose team is mid-project with the City of Pittsburgh, preparing our first ADA Transition Plan in more than thirty years. My team has been working with PIM since 2024. I understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative as well.

PIM has been terrific to work with, highly responsive, knowledgeable, and supportive of our work. I would absolutely recommend that the City do business with them again on future projects and I recommend them to you as well.

Happy to answer questions or speak further if it would be helpful. I can be reached at 412-738-9487 or annemarie.ellison@pittsburghpa.gov (text or email is best). Thanks so much!

Best,

Anne Marie Ellison
Manager, Mayor's Office of Equal Protection

CITY OF CHARLOTTESVILLE

October 16, 2025

Re: Reference Letter for Precision Infrastructure Management

To whom it may concern:

Please accept this reference for Precision Infrastructure Management (PIM), who provided professional services to the City of Charlottesville, Virginia. The Vendor developed our ADA Transition Plan, which included facility and right-of-way accessibility assessments, data analysis, and preparation of the final report and implementation tools, in 2024–2025. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

The City of Charlottesville is a customer of the above-named Vendor. They performed their work professionally and satisfactorily, demonstrating strong communication, technical expertise, and a clear understanding of ADA compliance requirements. We would gladly do business with them again. As a customer of the Vendor, we highly recommend Precision Infrastructure Management to TIPS public entity and non-profit members.

Respectfully,

Paul Rudacille, ADAC
ADA Coordinator
City Of Charlottesville

City Of Oxford

October 14, 2025

Re: Reference Letter for Precision Infrastructure Management

To whom it may concern:

Please accept this reference for Precision Infrastructure Management, who provided goods or services to our entity. The Vendor provided ADA Policies & procedures in 2025. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the, Precision Infrastructure Management we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Melissa LaBar

Melissa LaBar

Human Resources Director

TIPS CONTRACT 250903

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: PIM CS, LLC

Vendor Authorized Signatory Name: Charlie Szold

Vendor Authorized Signatory Title: Managing Partner

Vendor Authorized Signatory Email: c.szold@precisioninfrastructuremgmt.com

Vendor Address: 25 Maryland Ave

City: Annapolis State: MD Zip Code: 21401

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 28

Authorized Signature: Charlie Szold

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Purchase Order Increase for Carolina CAT**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To increase the blanket Purchase Order (PO) for Carolina CAT (PO 10-2025-10549) to be above $90,000.00.

BACKGROUND: Carolina CAT is the sole source for all CAT equipment repairs, and the landfill owns and operates three CAT machines. Due to the amount of repairs this fiscal year, the blanket PO has exceeded $90,000; therefore, funding for any remaining repairs for this equipment will need an increased PO to assure continuous operation within the landfill.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase order increase for Carolina CAT by $50,000 for a total of $140,000 and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with Blythe Construction, Inc.**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
April 2, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bid Tabulations
2. 2026 Resurfacing Maps
3. Bid Recommendation Form

PURPOSE: To award the City of High Point Street Resurfacing Project 2026, Bid Number 13-022526, contract to Blythe Construction, Inc. Based on pavement condition needs, specific streets have been identified to be resurfaced this year.

BACKGROUND: The City of High Point performs contracted Street Resurfacing on an annual basis. This resurfacing takes place to provide safe and reliable passageways for commuters throughout the city. The list of roads to be resurfaced is generated from a pavement condition survey which is performed every three years that assesses the City's road/pavement ratings. The 2026 contract will consist of resurfacing +/- 14.2 lane miles of roadway throughout the City of High Point.

There were three (3) contractors who submitted bids at the March 11, 2026, re-bid opening. Blythe Construction, Inc. was the lowest responsive responsible bidder in the amount of $3,208,863.35.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Blythe Construction, Inc. in the amount of $3,208,863.35 for the 2026 City of High Point Street Resurfacing Project and authorize the appropriate City Official(s) to execute all necessary documents.

City of High Point Street Resurfacing Project 2026, Bid 13-022526 **Bid Tabulations** cah

ver. 3/12/2026

				ENGINEER'S ESTIMATE		BLYTHE CONSTRUCTION INC.		SHARPE BROTHERS A DIVISION OF VECELLIO & GROGAN INC.		TURNER ASPHALT LLC	
LINE ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
1	MOBILIZATION	LS	1	$ 150,000.00	$ 150,000.00	**$ 160,000.00**	**$ 160,000.00**	$ 165,027.88	$ 165,027.88	$ 25,000.00	$ 25,000.00
2	TRAFFIC CONTROL	LS	1	$ 100,000.00	$ 100,000.00	**$ 130,000.00**	**$ 130,000.00**	$ 117,262.55	$ 117,262.55	$ 39,000.00	$ 39,000.00
3	ASPHALT CONCRETE SURFACE COURSE TYPE S 9.5C	TN	13,090	$ 64.00	$ 837,760.00	**$ 77.00**	**$ 1,007,930.00**	$ 70.07	$ 917,216.30	$ 159.00	$ 2,081,310.00
4	BITUMINOUS SURFACE TREATMENT, MAT COAT, NO. 78M STONE	SY	14,070	$ 1.75	$ 24,622.50	**$ 1.20**	**$ 16,884.00**	$ 1.58	$ 22,230.60	$ 5.90	$ 83,013.00
5	ADJUSTMENT OF MANHOLE RING AND COVER (RAPID SET)	EA	222	$ 1,200.00	$ 266,400.00	**$ 950.00**	**$ 210,900.00**	$ 1,068.78	$ 237,269.16	$ 425.00	$ 94,350.00
6	ADJUSTMENT OF VALVE BOXES (RAPID SET)	EA	145	$ 1,100.00	$ 159,500.00	**$ 925.00**	**$ 134,125.00**	$ 1,035.46	$ 150,141.70	$ 425.00	$ 61,625.00
7	LOWERING AND ADJUSTMENT OF EXISTING MANHOLE RING AND COVER (RAPID SET)	EA	9	$ 2,200.00	$ 19,800.00	**$ 1,375.00**	**$ 12,375.00**	$ 1,512.50	$ 13,612.50	$ 425.00	$ 3,825.00
8	LOWERING AND ADJUSTMENT OF EXISTING VALVE BOX (RAPID SET)	EA	10	$ 2,000.00	$ 20,000.00	**$ 1,350.00**	**$ 13,500.00**	$ 1,485.00	$ 14,850.00	$ 425.00	$ 4,250.00
9	MANHOLE RING AND COVER (MATERIAL COST ONLY)	EA	8	$ 625.00	$ 5,000.00	**$ 550.00**	**$ 4,400.00**	$ 605.00	$ 4,840.00	$ 380.00	$ 3,040.00
10	VALVE BOXES (MATERIAL COST ONLY)	EA	8	$ 330.00	$ 2,640.00	**$ 300.00**	**$ 2,400.00**	$ 330.00	$ 2,640.00	$ 380.00	$ 3,040.00
11	MILLING ASPHALT PAVEMENT, 0 - 1.5" (PROFILE MILLING)	SY	4,251	$ 4.10	$ 17,429.10	**$ 1.65**	**$ 7,014.15**	$ 1.79	$ 7,609.29	$ 4.12	$ 17,514.12
12	MILLING ASPHALT PAVEMENT, 2 - 4" (PROFILE MILLING)	SY	3,815	$ 4.25	$ 16,213.75	**$ 3.25**	**$ 12,398.75**	$ 3.59	$ 13,695.85	$ 4.12	$ 15,717.80
13	MILLING ASPHALT PAVEMENT, 2"	SY	96,897	$ 3.00	$ 290,691.00	**$ 2.10**	**$ 203,483.70**	$ 3.04	$ 294,566.88	$ 3.28	$ 317,822.16
14	INCIDENTAL MILLING, VARIABLE DEPTH	SY	3,788	$ 9.00	$ 34,092.00	**$ 8.00**	**$ 30,304.00**	$ 9.32	$ 35,304.16	$ 6.50	$ 24,622.00
15	PATCHING EXISTING ASPHALT PAVEMENT, 4" DEPTH	TN	3,218	$ 160.00	$ 514,880.00	**$ 175.00**	**$ 563,150.00**	$ 195.65	$ 629,601.70	$ 188.00	$ 604,984.00
16	EXTRA DEPTH PATCHING OF EXISTING ASPHALT PAVEMENT	TN	20	$ 250.00	$ 5,000.00	**$ 170.00**	**$ 3,400.00**	$ 195.65	$ 3,913.00	$ 188.00	$ 3,760.00
17	THERMOPLASTIC PAVEMENT MARKING LINES, 4" , 90 MILS	LF	24,825	$ 1.00	$ 24,825.00	**$ 0.75**	**$ 18,618.75**	$ 0.80	$ 19,860.00	$ 2.25	$ 55,856.25
18	THERMOPLASTIC PAVEMENT MARKING LINES, 8" , 90 MILS	LF	245	$ 5.00	$ 1,225.00	**$ 10.00**	**$ 2,450.00**	$ 4.40	$ 1,078.00	$ 2.25	$ 551.25
19	THERMOPLASTIC PAVEMENT MARKING LINES, 24" , 90 MILS	LF	437	$ 14.00	$ 6,118.00	**$ 15.00**	**$ 6,555.00**	$ 12.10	$ 5,287.70	$ 10.00	$ 4,370.00
20	THERMOPLASTIC PAVEMENT MARKING SYMBOLS, 90 MILS	EA	29	$ 135.30	$ 3,923.70	**$ 200.00**	**$ 5,800.00**	$ 165.00	$ 4,785.00	$ 10.00	$ 290.00
21	ASPHALT BINDER FOR PLANT MIX	TN	785	$ 618.00	$ 485,130.00	**$ 580.00**	**$ 455,300.00**	$ 570.71	$ 448,007.35	$ 555.00	$ 435,675.00
22	INDUCTIVE DETECTION LOOPS	LF	375	$ 17.50	$ 6,562.50	**$ 14.00**	**$ 5,250.00**	$ 17.60	$ 6,600.00	$ 8.00	$ 3,000.00
23	INDUCTIVE DETECTION LOOPS, DEEP CUT	LF	375	$ 20.00	$ 7,500.00	**$ 22.00**	**$ 8,250.00**	$ 17.60	$ 6,600.00	$ 8.00	$ 3,000.00
24	INCIDENTAL STONE	TN	10	$ 210.00	$ 2,100.00	**$ 325.00**	**$ 3,250.00**	$ 182.88	$ 1,828.80	$ 75.00	$ 750.00
25	TOWING ALLOWANCE	DOLLAR	1	$ 1,750.00	$ 1,750.00	**$ 1,750.00**	**$ 1,750.00**	$ 1,750.00	$ 1,750.00	$ 1,750.00	$ 1,750.00
26	REMOVE & REPLACE 2'-6" CONCRETE CURB AND GUTTER	LF	1,035	$ 160.00	$ 165,600.00	**$ 125.00**	**$ 129,375.00**	$ 137.50	$ 142,312.50	$ 68.00	$ 70,380.00
27	OWNERS CONTINGENCY ALLOWANCE	EA	1	$ 60,000.00	$ 60,000.00	**$ 60,000.00**	**$ 60,000.00**	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
	TOTAL BASE BID AMOUNT				$ 3,228,762.55		**$ 3,208,863.35**		**$ 3,327,890.92**		**$ 4,018,495.58**
	ALTERNATE BID										
1 ALT	FIBER REINFORCEMENT OF ASPHALT, ADDITIONAL COST (SINGLE DOSAGE RATE)	TN	13,090	$ 16.00	$ 209,440.00		$ -		$ -	$ 12.50	$ 163,625.00
1 ALT	NEWTLAC® LAS-300	KG	3,560	$ 6.50	$ 23,140.00		$ -		$ -		$ -
	TOTAL BID = BASE BID + ALTERNATE BID(s) AMOUNT				$ 3,461,342.55		**$ 3,208,863.35**		**$ 3,327,890.92**		**$ 4,018,495.58**

Notes:

1. No math errors found.

SEE SHEET 6 FOR CURB & GUTTER LIST

SHEET 2

SHEET 3

SHEET 4

SHEET 5

FORSYTH COUNTY

GUILFORD COUNTY

DAVIDSON COUNTY

RANDOLPH COUNTY

Oak Hollow Lake Elev. 803

Arnold J. Koonce, Jr. City Lake Elev. 756

(9) PARKWOOD DR
(10) WALDO ST
(11) WHITEHALL ST
(12) BRISTOL PL

(17) BOYCE AV
(18) WESTBURY DR
(19) AMBERLY DR
(20) BARLOW ST

CITY OF high point

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

PLAN DRAWINGS FOR

RESURFACING PROJECTS - 2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 1 OF 6

PLOT DATE AND FILE: 12/5/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Street Resurfacing\06 City Street Map AutoCad\Overview Map.dwg

(1) LADFORD LN
(2) LADFORD LN
(3) LADFORD LN
(4) THREE OAKS DR
(5) WILLIFORD CT
(6) MOFFITT DR
(7) NORTHBRIDGE DR
(8) CHESTER WOODS CT

(9) PARKWOOD DR
(10) WALDO ST
(11) WHITEHALL ST
(12) BRISTOL PL

DAVIDSON COUNTY
GUILFORD COUNTY

CITY OF high point

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P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

REV.	DATE	DESCRIPTION	BY

JOB NO:	N/A
DATE	DEC. 2025
DESIGNED	CAH
DRAWN	CAH
CHECKED	.
SCALE	NOT TO SCALE

PLAN DRAWINGS FOR

RESURFACING PROJECTS - 2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 2 OF 6

PLOT DATE AND FILE: 12/5/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Street Resurfacing\06 City Street Map AutoCad\Overview Map.dwg

(14)
(13)
(91)
(15)
(16)
(17) BOYCE AV
(18) WESTBURY DR
(19) AMBERLY DR
(20) BARLOW ST

1. WRENN FOREST ST
2. OAKDALE POTTER CO
3. FLORENCE MILL LN

1. WESTBURY DR
2. AMBERLY DR
3. BARLOW ST

N

CITY OF high point

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

REV.	DATE	DESCRIPTION	BY

JOB NO:	N/A
DATE	DEC. 2025
DESIGNED	CAH
DRAWN	CAH
CHECKED	.
SCALE	NOT TO SCALE

PLAN DRAWINGS FOR

RESURFACING PROJECTS - 2026

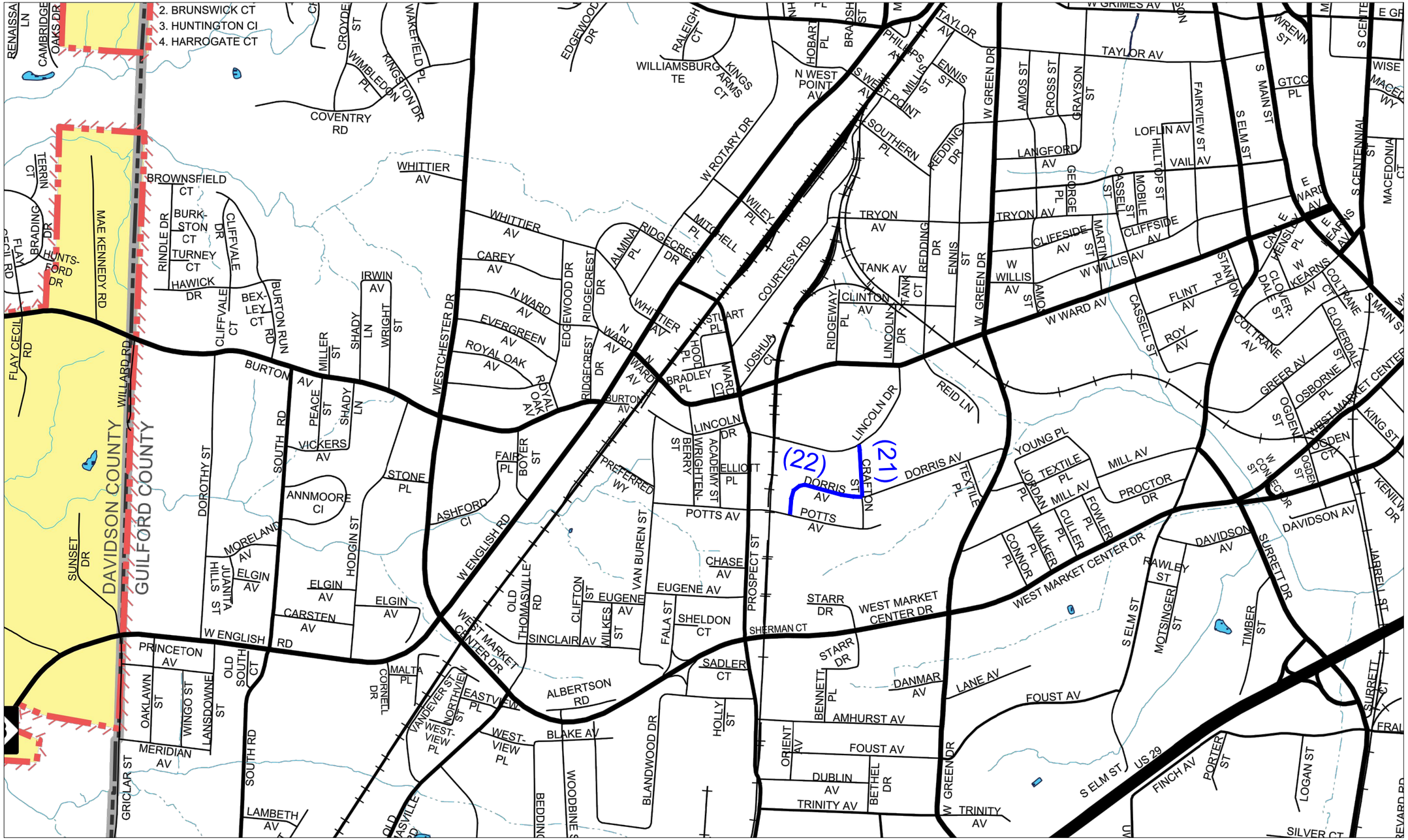
CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT - GUILFORD COUNTY - N.C.

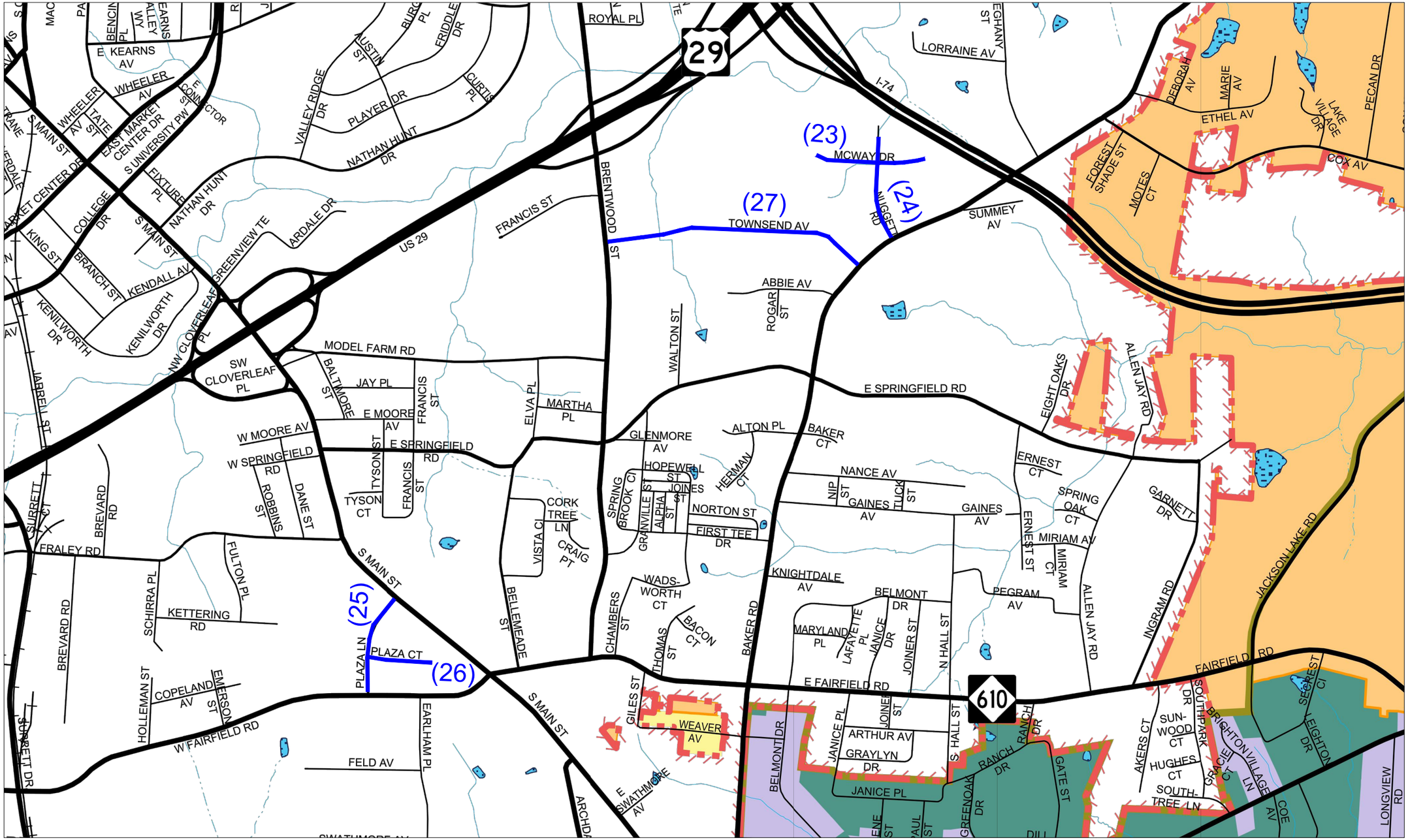
SHEET NO. 3 OF 6

PLOT DATE AND FILE: 12/5/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Street Resurfacing\06 City Street Map AutoCad\Overview Map.dwg



CITY OF high point	PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118				JOB NO: N/A DATE DEC. 2025 DESIGNED CAH DRAWN CAH CHECKED . SCALE NOT TO SCALE	PLAN DRAWINGS FOR RESURFACING PROJECTS - 2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 4 OF 6
		REV.	DATE	DESCRIPTION	BY		

PLOT DATE AND FILE: 12/5/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Street Resurfacing\06 City Street Map AutoCad\Overview Map.dwg



CITY OF high point

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

REV.	DATE	DESCRIPTION	BY

JOB NO:	N/A
DATE	DEC. 2025
DESIGNED	CAH
DRAWN	CAH
CHECKED	.
SCALE	NOT TO SCALE

PLAN DRAWINGS FOR

RESURFACING PROJECTS - 2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 5 OF 6

PLOT DATE AND FILE: 12/5/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Street Resurfacing\06 City Street Map AutoCad\Overview Map.dwg

10/14/2025

Map #	Curb List Address	24" C&G	30" C&G	Notes
1	2906 Westgate Dr		20	At driveway
4	607 Three Oaks Dr		18	At fire hydrant
5	312 Snider St		6	Under light pole, across from 307 Snider St
8	418 Chester Woods Ct		18	At catch basin
8	438 Chester Woods Ct		18	Lower cub and manhole to match grade
8	421 Chester Woods Ct		22	Between 423 and 412 driveways
13	1600 Guyer St		20	At driveway and manhole casting in curb
13	1601 Guyer St		12	At Chatham Dr radius and manhole casting in curb
13	1414 Guyer St		8	At driveway
13	1300 Guyer St		20	At dead trees north of E Lexington Av
16	1432 Bragg Ct		33	At cul-de-sac island radius
20	404 Southridge Rd		32	Remove asphalt curb and extend new 30" C&G around radius
20	217 Boyce Av		12	Will require reset of Type B CB Frame/Grate
21	Lincoln Dr / Crafton St intersection		8	At Fire Hydrant
21	Lincoln Dr / Crafton St intersection		20	At Catch Basin
22	1327 Lincoln Dr		50	At sharpe curve on Dorris Av, in asphalt driveway
22	1327 Lincoln Dr		24	At sharpe curve on Dorris Av, in asphalt driveway
22	1323 Dorris Av		28	At driveway
22	1309 Dorris Av		30	At driveway to loading dock
22	1309 Dorris Av		37	At driveway
22	1327 Lincoln Dr		60	At driveway (east entrance on Dorris Av)
22	1309 Dorris Av		12	Beside of Catch Basin and rip-rap
23	2000 Nuggett Rd		36	At driveway on McWay Dr
23	1908 Nuggett Rd		52	On McWay Dr adjacent to catch basin
23	2001 Nuggtt Rd		34	At driveway on McWay Dr
23	713 McWay Dr		30	At driveway in cul-de-sac
23	712 McWay Dr		22	At driveway in cul-de-sac
24	2008 Nuggett Rd		32	At driveway
24	2005 Nuggett Rd		46	At driveway
24	2000 Nuggett Rd		30	At driveway on Nugget Rd
24	1907 Nuggett Rd		33	At driveway on Nugget Rd
27	517 Townsend Av		48	At driveway
27	521 Townsend Av		27	At driveway
27	520 Townsend Av		24	At driveway
27	529 Townsend Av		25	At driveway
27	528 Townsend Av		20	At driveway
27	543 Townsend Av		38	At driveway
27	542 Townsend Av		30	At driveway
	Totals	**0**	**1,035**	

CURB & GUTTER LIST

CITY OF high point

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HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
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REV.	DATE	DESCRIPTION	BY

JOB NO: N/A
DATE DEC. 2025
DESIGNED CAH
DRAWN CAH
CHECKED .
SCALE NOT TO SCALE

RESURFACING PROJECTS - 2026
CITY OF HIGH POINT
ROADWAY IMPROVEMENTS
HIGH POINT - GUILFORD COUNTY - N.C.

PLAN DRAWINGS FOR

SHEET NO. 6
OF 6

PLOT DATE AND FILE: 12/5/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Street Resurfacing\06 City Street Map AutoCad\Overview Map.dwg

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Public Services Department

COUNCIL AGENDA DATE: April 6, 2026

BID NO.: 13-022526 CONTRACT NO.: DATE OPENED: March 11, 2026

DESCRIPTION:

City of High Point Street Resurfacing Project 2026, Bid Number 13-022526

PURPOSE:

The purpose of this Agenda Item is to award the City of High Point Street Resurfacing Project 2026, Bid Number 13-022526, contract to Blythe Construction, Inc.
The City budgets on an annual basis for the resurfacing and paving of City of High Point maintained streets. Based on needs, specific streets have been identified to be resurfaced this year.

COMMENTS:

This resurfacing takes place because deficiencies on a section of roadway are beyond repair of routine maintenance. The list of roads to be resurfaced is generated from a pavement condition survey which is performed every three years that assesses the City's road/pavement ratings. The 2026 contract will consist of resurfacing +/- 14.2 lane miles of roadway throughout the City of High Point.

RECOMMEND AWARD TO: Blythe Construction, Inc. AMOUNT: $3,208,863.35

JUSTIFICATION:

There was a total of three (3) bidders for the advertised project. Blythe Construction, Inc. was the lowest bidder when bids were opened on March 11, 2026.

FUND	COST CENTER	LEDGER ACCOUNT	SPEND CATEGORY	BUDGETED AMOUNT
FD101	CC5107	7320	SC472	$3,208,863.35
			TOTAL BUDGETED AMOUNT	$3,208,863.35

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2026.03.26 14:57:45 -04'00' DATE: 3-26-2026

The Purchasing Division concurs with recommendation submitted by the Public Services Dept. **and recommends award to the lowest responsible, responsive bidder** Blythe Construction, Inc. **in the amount of $** 3,208,863.35 **.**

PURCHASING MANAGER: Candy E Harmon Digitally signed by Candy E Harmon Date: 2026.03.31 08:12:30 -04'00' DATE: 3.30.2026

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2026.03.31 08:20:54 -04'00' DATE: 3/31/26

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

Revised 10.24.2025