



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, July 30, 2026

4:00 PM

Council Chambers

Finance Committee - Council Member Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

- 2026-261 **Consideration of a Contract with SHI International Corp.**
City Council is requested to consider a contract with SHI International Corp. in the amount of \$136,530.79 for the annual renewal of Check Point firewall software licensing and support and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-246 **Consideration of a Contract with Community Housing Solutions of Guilford, Inc.**
City Council is requested to consider a contract with Community Housing Solutions of Guilford, Inc. in the amount of \$200,000 for operational expenses associated with the Operation Inasmuch events for Fall 2026 and Spring 2027 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-238 **Consideration of a Lease Agreement Addendum with David Fred Development Corp. dba Winterland, Inc.**
City Council is requested to consider a three-year lease agreement addendum with David Fred Development Corp. dba Winterland, Inc. in the amount of \$99,420 for holiday lighting and large-scale displays at High Point City Lake Park and authorize the appropriate City official(s) to execute all necessary documents.
- 2026-233 **Consideration of a Sole Source Purchase from ABB Inc.**

City Council is requested to consider a sole source purchase from ABB Inc. in the amount of \$187,661 for the service and the purchase of parts for Switchgear #2 at the Ward Water Treatment Plant (WTP) and authorize the appropriate City Official(s) to execute all necessary documents.

- 2026-242 **Consideration of a Sole Source Purchase with DXP Enterprises, Inc. dba Premier Water, a DXP Company**
City Council is requested to consider a sole source purchase with DXP Enterprises, Inc. dba Premier Water, a DXP Company in the amount of \$112,405 for a replacement Lamson Model 855-ADGI Multistage Centrifugal Air Blower and associated appurtenances for the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-271 **Consideration of a Sole Source Purchase from Carolina Seals, Inc.**
City Council is requested to consider a sole source purchase from Carolina Seals, Inc. in the amount of \$60,269.22 for a Return Activated Sludge (RAS) pump for the Westside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-274 **Consideration of a Sole Source Purchase with FIAlab Instruments, Inc.**
City Council is requested to consider a sole source purchase with FIAlab Instruments, Inc. in the amount of \$60,301.31 for the purchase of a flow injection nutrient analyzer with parts and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-269 **Consideration of a Guaranteed Maximum Price Amendment with Construction Manager at Risk Metcon, Inc. for Phase 2 Sitework and Pre-Engineered Metal Building – Electric Operations Center**
City Council is requested to consider a Guaranteed Maximum Price Amendment with Construction Manager at Risk Metcon, Inc. in the amount of \$9,767,386 for sitework and the purchase and erection of a pre-engineered metal truck shed for the Electric Operations Center and authorize the appropriate City Official (s) to execute all necessary documents.
- 2026-270 **Consideration of a Task Order with S&ME, INC.**
City Council is requested to consider a Task Order with S&ME, INC. in the amount of \$153,300 for construction materials testing and special inspections services for 205 Model Farm Road, the future site of the Electric Operations Center and authorize the

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

- 2026-272 **Consideration of the High Point ABC Board Travel Reimbursement Policy**
City Council is requested to approve the High Point ABC Board's continued use of the City of High Point Employee Travel Reimbursement Policy.
- 2026-275 **Consideration of a Resolution Authorizing the Conveyance of City-Owned Property and Approving the Agreement of Purchase and Sale**
City Council is requested to approve a resolution authorizing the conveyance of City-owned property and approving the Agreement of Purchase and Sale, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-250 **Consideration of Funding for Outside Non-Profit Organizations — FY 2026-2027**
City Council is requested to finalize recommendations for funding the outside non-profit organization requests and authorize the appropriate City Official(s) to execute all necessary documents.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with SHI International Corp.

FROM:
Adam Ward
Information Technology Services Director

MEETING DATE:
July 30, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: Approval of a contract with SHI International Corp. for the annual renewal of Check Point firewall software licensing and support.

BACKGROUND: The City's network supports nearly every service residents rely on, from utility billing and permit applications to 911 dispatch routing. Check Point is the firewall that protects that infrastructure, keeping sensitive data secure and City services running. This renewal covers active software licensing, 24/7 vendor support, and continuous threat updates from August 1, 2026 through July 31, 2027. The renewal cost is \$136,530.79, approximately \$6,939 less than last year, and will be procured through SHI International Corp. under the competitively bid CCPA Technology Products and Related Services cooperative purchasing contract (Contract #2025000347). Because Check Point is the platform already deployed across City infrastructure, annual renewal through an authorized reseller is required to keep protection and support active.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with SHI International Corp. in the amount of \$136,530.79 for the annual renewal of Check Point firewall software licensing and support and authorize the appropriate City Official(s) to execute all necessary documents.



CC6504-SC185

Pricing Proposal
Quotation #: 27607410
Created On: 6/4/2026
Valid Until: 8/5/2026

License Maintenance Firewall Software

NC-City of High Point

Juan Abreu

Phone: (336) 807-0107

Email: juan.abreu@highpointnc.gov

Inside Account Manager

Lexi Stewart

290 Davidson Ave

Somerset, NJ 08873

Phone: 732-564-8331

Email: Lexi_Stewart@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Check Point Direct Enterprise Support Premium - Extended service agreement - replacement - 1 year - shipment - 24x7 - response time: NBD Check Point Software - Part#: CPES-SS-PREMIUM Contract Name: CCPA Technology Products and Related Services Contract #: 2025000347 Serial #: 008DE3E67D30,0637E35C84B1,51EC833F80CC,E47540B6366F Coverage Term: 8/1/2026 - 7/31/2027	1	\$22,849.17	\$22,849.17
2 ENTERPRISE SOFTWARE SUBSCRIPTION&PREMIUM CHECK POINT SOFTWARE TECHNOLOGIES LTD. - Part#: CPES-SS-PREMIUM-ADD Contract Name: CCPA Technology Products and Related Services Contract #: 2025000347 Serial #: 00:1C:7F:AA:8F:17,00:1C:7F:AA:91:AB,2223E026D4C8,FA4F70FE0560 Coverage Term: 8/1/2026 - 7/31/2027	1	\$35,853.95	\$35,853.95
3 PREMIUM DIRECT ENTERPRISE SUPPORT FOR 1575W SECURITY APPLIANCE CHECK POINT SOFTWARE TECHNOLOGIES LTD. - Part#: CPES-SS-PREMIUM-1575W-ADD Contract Name: CCPA Technology Products and Related Services Contract #: 2025000347 Coverage Term: 8/1/2026 - 7/31/2027	7	\$307.22	\$2,150.54
4 Check Point Compliance Software Blade - Subscription license (1 year) - up to 25 gateways Check Point Software - Part#: CPSB-COMP-25-1Y Contract Name: CCPA Technology Products and Related Services Contract #: 2025000347 Serial #: 0637E35C84B1 Coverage Term: 8/1/2026 - 7/31/2027	1	\$8,683.04	\$8,683.04

5	Check Point SmartEvent and SmartReporter bundle for Smart-1 & open server - Subscription license (1 year) - 10 gateways Check Point Software - Part#: CPSB-EVS-10-1Y Contract Name: CCPA Technology Products and Related Services Contract #: 2025000347 Serial #: 0637E35C84B1 Coverage Term: 8/1/2026 - 7/31/2027	1	\$3,368.77	\$3,368.77
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6	Check Point Enterprise Based Protection Next Generation Threat Extraction - Subscription license (1 year) Check Point Software - Part#: CPEBP-NGTX Contract Name: CCPA Technology Products and Related Services Contract #: 2025000347 Coverage Term: 8/1/2026 - 7/31/2027	1	\$63,625.32	\$63,625.32
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*Tax	\$0.00
Total	\$136,530.79

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Community Housing Solutions of Guilford, Inc.

FROM:

Thanena Wilson
Community Development & Housing Director

MEETING DATE:

July 30, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Map
 2. Scope of Services
-

PURPOSE: Staff requests approval of the contract with Community Housing Solutions to fund materials and operational expenses associated with the Operation Inasmuch (OIAM) events for fall 2026 and spring 2027. The fall event will be on Saturday, November 7th, in the Sherwood Village neighborhood. The date and neighborhood for the spring event have not yet been determined.

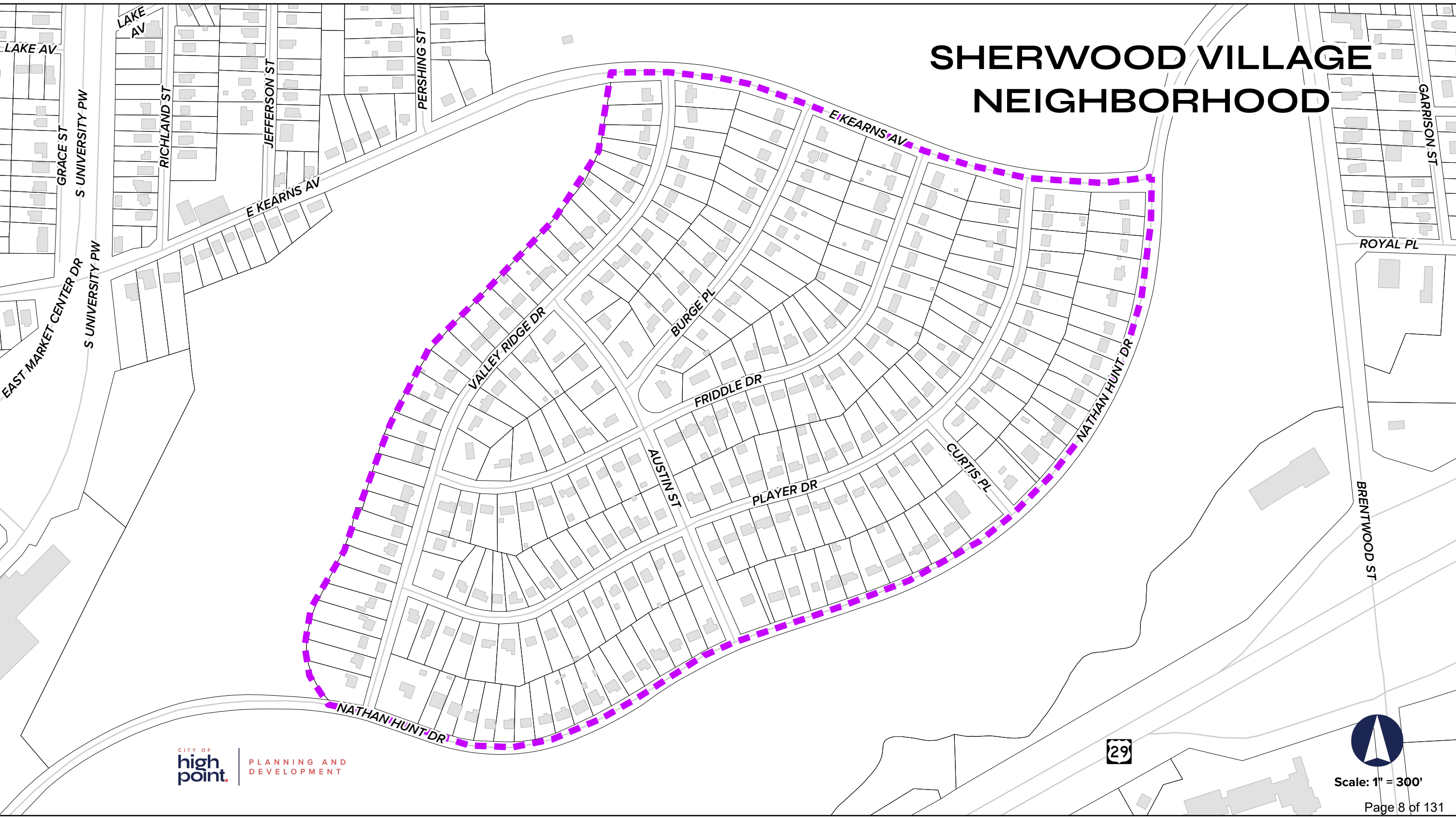
The amount allocated for the contract is \$200,000.00.

BACKGROUND: The fall event will be the 18th OIAM event since May 2016. Volunteers are utilized to complete home repairs, ramps, painting, and needed yardwork. To date, there have been approximately 1,900 volunteers who have donated their time and energy to assist 220 households.

BUDGET IMPACT: Funds available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Community Housing Solutions of Guilford, Inc. in the amount of \$200,000 for operational expenses associated with the Operation Inasmuch events for Fall 2026 and Spring 2027 and authorize the appropriate City Official(s) to execute all necessary documents.

SHERWOOD VILLAGE NEIGHBORHOOD





June 26, 2026

Thanena Wilson
City of High Point
211 S. Hamilton Street, Room 312
High Point, NC 27260

RE: Operation Inasmuch – Fall 2026

Dear Nena,

Community Housing Solutions (CHS) is excited to be a partner in Operation Inasmuch (OIAM) in High Point for the Fall of 2026 and the Spring of 2027. CHS will provide services directly or through contracted services with Housing Consultant Group (HCG) to support the preparation, implementation, and completion of home repairs to serve low-income homeowners.

OIAM will be held in the Sherwood Village Neighborhoods on Saturday, November 7, 2026, and a second neighborhood to be determined in the Spring of 2027. Outlined below are the scope of services we will provide:

- Solicit homeowners and identify home repair needs with the support of the City of High Point in the selected neighborhoods. Outreach will occur through neighborhood meetings, door-to-door visits, or mail to eligible homeowners who could benefit from home repairs through OIAM. They will be directed to contact CHS' Program Services Specialist.
- Complete a home repair application with all eligible homeowners, obtaining documentation to verify homeownership and income below 80% of AMI for Guilford County.
- Complete a home repair assessment for each homeowner to be part of OIAM and create a scope of work with a cost estimate to review with the City of High Point for approval.
- Review the approved home repair scope of work with the homeowner prior to OIAM to get signature of approval to complete repairs.
- Promote and recruit OIAM to area faith organizations, businesses, and other interested groups who will provide a minimum of 10 volunteers on the day of the event.
- Send out event details and volunteer waiver forms to organizations volunteering. CHS holds General Liability and Accident coverage that includes volunteers who work with our staff.



- Purchase yard signs recognizing the volunteer organization serving through OIAM.
- Coordinate all planning, solicitations and coordination for event volunteers needed for OIAM Kick-off Ceremony in the morning, breakfast, photography, and media relations.
- Prior to the event day, CHS will purchase all home repair materials/supplies, complete any prep work, obtain any building permits required and coordinate any subcontractor work.
- Provide leadership, training, and tools to the volunteers on each job site during the day of OIAM to complete the home repair scopes of work.
- After the event, complete any remaining tasks not completed on the day of OIAM and clean up the job sites.
- Request payment with QuickBooks reports for each home repair project address with detailed invoices within 30 days of services within the scope, timing, and compensation for OIAM.
- Total contract price for all services: \$200,000

Planning for OIAM will begin on July 1, 2026, with the fall event to be held on Saturday, November 7, 2026, and a second Spring 2027 event date to be determined. All repair work and clean-up for approved repairs will be completed no later than September 30, 2027.

Our staff looks forward to beginning work on identifying and assessing the needs in these neighborhoods, and let me know if you have any questions.

Sincerely,

Gene Brown
President & Executive Director

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Lease Agreement Addendum with David Fred Development Corp. dba Winterland, Inc.

FROM:

Lee Tillery
Parks & Recreation Director

MEETING DATE:

July 30, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Photos
 2. Lease Addendum
 3. Lease Agreement
-

PURPOSE: To request approval of a three-year lease Addendum approval for Holiday lights and large-scale displays for High Point City Lake Park from David Fred Development Corp. dba Winterland, Inc.

BACKGROUND: The proposed addendum to the existing equipment lease will allow the City to continue offering its annual holiday-themed events at High Point City Lake Park, featuring decorative lighting displays, synchronized music, and train rides. The lease includes a variety of decorative displays, lighting, and related equipment, including displays ranging from 3 to 20 feet in height, a 250-foot-wide "12 Days of Christmas" scene, and a 200-foot multicolored rotating light tunnel, among other attractions. The agreement also provides two trained installers to assist City staff with the setup, installation, connection, and end-of-season dismantling of the displays. Additionally, the lease includes off-season storage by Winterland, Inc., as well as the option to exchange up to one-quarter of the display inventory each year to introduce new attractions and enhance the annual holiday experience.

The proposed addendum extends the existing agreement for an additional three-year term at the current annual lease rate of \$33,140, with no increase in pricing. The total cost over the three-year term will be \$99,420.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a three-year lease agreement addendum with David Fred Development Corp. dba Winterland, Inc. in the amount of \$99,420 for holiday lighting and large-scale displays at High Point City Lake Park and authorize the appropriate City official(s) to execute all necessary documents.







LEASE AGREEMENT ADDENDUM (TERM EXTENSION)

This Addendum ("Addendum") is made and entered into as of April 28, 2026, by and between:

David Fred Development Corp. d/b/a Winterland, Inc. ("Lessor")

and

City of High Point, NC ("Lessee").

WHEREAS, the parties entered into that certain Lease Agreement dated May 18, 2023 (the "Agreement"); and

WHEREAS, the Agreement provides for a term covering the Christmas seasons of 2023, 2024, and 2025; and

WHEREAS, the parties desire to extend the term of the Agreement;

1. Term Extension

The term of the Agreement is hereby extended for an additional three (3) years to include the Christmas seasons of 2026, 2027, and 2028.

2. Rent

The annual rental fee shall remain \$33,140.00 per year, payable in three (3) installments as follows:

- \$11,140.00 due on or before July 15 of each year
- \$11,000.00 due on or before October 15 of each year
- \$11,000.00 due on or before December 15 of each year

All other payment terms and conditions shall remain unchanged.

3. Terms and Conditions

Except as expressly modified by this Addendum, all terms, conditions, rights, and obligations set forth in the original Agreement shall remain in full force and effect and are hereby ratified and confirmed.

4. Conflict

In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

LESSEE:

City of High Point, NC

By: _____

Its: _____

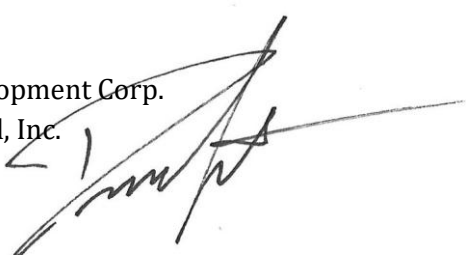
LESSOR:

David Fred Development Corp.

d/b/a Winterland, Inc.

By: Duane Groet

Its: V.P. of Sales



Lease Agreement

This Lease Agreement (Agreement) made this day, **May 18, 2023** between **David Fred Development Corp. d/b/a Winterland, Inc. of Cicero, Indiana** ("Lessor") and **City of High Point, NC** ("Lessee") whose address is **3400 N Centennial Street, High Point, NC 26265f**.

For the consideration set forth herein, Lessor hereby leases to Lessee and Lessee hires from Lessor those decorative items, display equipment, and materials (the "leased goods"), set forth on Schedule A attached hereto, or as described in a subsequent schedule which may hereafter be made a part hereof, **for a term of three (3) years**, upon the terms and conditions and upon the rate of rental set forth herein.

Article I - Rent

Lessee shall pay to Lessor, as rental for the leased goods, the total annual rental fee of **\$33,140.00**, payable the first year in three (3) rental payments. Starting with the deposit due on or before July 15th, 2023, in the amount of **\$11,140.00**, the second in the amount of **\$11,000.00** due on or before October 15th, 2023, and the final payment in the amount of **\$11,000.00** is due on or before December 15th, 2023. For the years 2024 and 2025, the rental fee will remain at **\$33,140.00** and will be payable in three (3) payments. The first such payment in the amount of **\$11,140.00** is due on or before July 15th of each year, the second payment in the amount of **\$11,000.00** is due on or before October 15th of each year and the third and final payment in the amount of **\$11,000.00** is due on or before December 15th of each contracted year. Any additions to the contracted "leased goods" will be adjusted with an addendum to this lease agreement.

All rental payments shall be paid by Lessee at **P.O. Box 772, Cicero, IN 46034** or at such other place as the Lessor may from time to time designate.

Article II - Delivery and Installation

Lessor shall deliver the leased goods to Lessee during the **Christmas seasons of 2023, 2024 and 2025** and shall deliver them on the Lessee's premises at **High Point City Lake Park, 602 W Main St, Jamestown, NC 27282**. The leased goods will be (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) not infringe or misappropriate any third party's intellectual property rights; (e) be merchantable; and (f) be free and clear of all liens, security interests, or other encumbrances. Installation shall be in a good and workmanlike manner in accordance with best industry standards for similar services and shall be performed using personnel of required skill, experience, and qualifications. Supervision by Lessor shall include two (2) trained installers for up to four (4) days. A common labor force of 8-10 able-bodied laborers shall be provided by Lessee, at no expense to Lessor, for the duration of the installation.

Lessee acknowledges that no particular delivery date has been warranted. Lessor shall use its best efforts to cause timely delivery of the leased goods and Lessee agrees to accept the leased goods upon delivery, regardless of whether delivery occurs during Lessee's usual and customer business hours. Leased goods shall be delivered on an agreed upon date **on or before November 1st of each contracted year**.

"Leased goods" will be installed in predetermined locations as per Map A attached to Lease Agreement or such other configuration as agreed upon by the parties. Upon such "leased goods" being secured in said predetermined locations it shall be considered installed. *Once installed in such predetermined location, any "leased good" being moved at the request of Lessee will be a billable charge above and beyond the contracted amount.* Lessor will invoice Lessee separately for time and materials for such service.

Upon conclusion of the Christmas season, Lessor shall remove and retrieve the leased goods and store them until redelivery hereunder, such **removal to occur as soon as practical after the event closure each year, not to exceed 30 days after closure**. Lessor agrees to provide, at no expense to Lessee, a common labor force of 8-10 able bodied individuals for the duration of the removal period specified herein.

Article III - Location of Leased Goods

The leased goods shall be located on the premises set forth in Article II hereof during the Christmas seasons encompassed by this Agreement and shall not be removed without Lessor's prior written consent.

Article IV - Alterations

Lessee will make no alterations or structural changes to the leased goods without the prior written permission of Lessor. The Lessee has the right, without additional charge, to exchange up-to 1/4 of its previous years displays for the following years season. The Lessor shall provide the Lessee a list of available displays for the following year no later than April 15th of the following year.

Article V - Electrical Connection

Lessee shall furnish, at its own cost and expense, such electricity, electrical outlets and electrical connections (i.e. extension cords, triple taps and/or any power distribution related product) as are safe, efficient, and necessary to provide the leased goods with sufficient electrical service. Lessee, as part of its obligation under this Agreement shall plug in the electrically lighted leased goods. Lessee acknowledges that Lessor is not a licensed electrician or electrical contractor and has no obligation to perform any wiring or other work which would constitute performing the duties of an electrician or electrical contractor. Lessee must have electrical connections available for Lessor at the start of installation to insure proper function and timely progress.

The use of GFI outlets and/or breakers by Lessee will result in the inability of Lessor to guarantee continued use of "leased goods" when any type of moisture is present. Such devices **will** prevent operation of "leased goods" when **any** amount of moisture is present from sources such as dew, fog, rain or snow (others exist). Lessor responses to service calls related to the tripping of a GFI device **will not** be part of this contract; *such service calls will be billed as a separate invoice for time and materials.*

Article VI - Governmental Appraisals

Lessee shall at all its own expense, procure all governmental or non-governmental permits, approvals, licenses, or consents required for the installation, display, and removal of the leased goods.

Article VII - Maintenance and Repair

Lessee shall maintain the leased goods in good repair for the purpose of display. Lessee shall immediately notify Lessor of any need for maintenance and repair. Lessor shall have the right at any time to enter the premises identified above for the purpose of maintenance, repairs, or removal of the leased goods. Lessee shall not be responsible for any damage to the leased goods while stored during the off-season.

Article VIII - Remedies

If Lessee should wrongfully reject delivery, installation or reinstallation of the leased goods, fail to make any rent payments due hereunder when the same is due or thirty (30) days thereafter, or otherwise be in default hereof, Lessor may, after thirty (30) days' written notice to cure to Lessee and Lessee fails to cure such breach, at its sole option do any one or more of the following:

1. Cancel this Agreement

Additionally- Written notice must be given related to any and all cancellations of this agreement by said date and shall be deemed notified by sending the notification by US Mail to the address on record for Lessee and Lessor.

2. Withhold delivery and/or installation of leased goods.

3. Dispose of leased goods and recover damages (if awarded), to the extent permitted by applicable law.

4. Return the leased goods and recover damages (if awarded), to the extent permitted by applicable law.

5. Exercise any other remedy provided for by statute or at law.

If Lessor should be in default of any obligations under the Agreement, Lessee may, after thirty (30) days' written notice to cure to Lessor, cancel this Agreement and promptly receive a refund from Lessor for any amounts paid for the current season. In addition, Lessee may terminate this Agreement at any time for its convenience after the first Christmas season by providing notice to Lessor by June 15 of any year. Should Lessee terminate the Agreement prior to the second Christmas season, Lessee shall pay a lease termination fee equal to 50% of the remaining balance owed under the Agreement. Should Lessee terminate the Agreement prior to the third Christmas season, Lessee shall pay a lease termination fee equal to 35% of the remaining balance owed under the Agreement.

Article IX - Use of leased goods

Lessee shall use the leased goods only in a safe and secure manner, and not for any purpose other than a decorative purpose.

Article X - Acceptance

Lessee shall immediately inspect each item of leased goods delivered pursuant to this Agreement and shall notify Lessor of any discrepancies between said item and item as described on Schedule A. If no such notice is received prior to installation of such item, except for a defect that is not apparent until the leased goods are connected to an electrical service. Lessee will be conclusively presumed to have accepted the item as satisfactory as specified on Schedule A.

Article XI - Risk of Damage

Lessor agrees to repair or replace the leased goods, to the extent reasonably and practically possible as soon after receipt of notice of said damage. No loss or damage to the leased goods after installation, whether caused by wind, rain, snow, ice or other cause, shall impair or mitigate any obligation of Lessee hereunder and all such obligations, including the obligations to pay rent shall continue in full force and effect until satisfied, provided that Lessor fulfills its obligations in the preceding sentence. Lessee agrees to take reasonable care that damage to the leased goods shall not occur and shall refrain from all acts or omissions which would lead to impairment or damage thereto.

Article XII - Insurance

- 1) Lessor shall procure and maintain in effect insurance covering Lessee for loss or liability arising in connection with the leased goods under workman's compensation laws and from claims or damages arising in connection with an act of bodily injury or death, in an amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. Lessor shall further procure and maintain in effect insurance covering Lessee for liability for property damage caused by the leased goods in the amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. This also includes a \$3,000,000.00 umbrella.
- 2) Lessee shall maintain such other insurance as is reasonable and customary in regard to the use or operation upon the premises described in Article II hereof with regard to the leased goods.

Article XIII - Taxes and Fees

Lessee shall pay all taxes, assessments and license and registration fees (including sales or use taxes) imposed during the term hereof upon the use, installation, leasing or display of the leased goods and Lessee shall furnish to Lessor satisfactory proof of such payment before any such installation, leasing or display of the leased goods and Lessee shall furnish to Lessor satisfactory proof of such payment before any such taxes, assessments or fees become delinquent.

Article XIV - Status of Leased Goods

The leased goods shall at all times remain the personal property of the Lessor notwithstanding that they may be or become, in any manner attached to, embedded in, or be affixed upon real property. Title to the leased goods shall at all times remain in Lessor and Lessee's only rights to the leased goods shall be as provided in this Agreement. Lessee shall give Lessor immediate notice of any claim, lien, levy or charge or legal process which would seek to determine, change or test Lessee's title to the leased goods.

Article XV -Limitation of Waiver; Indemnification

No delay or omission in the exercise of any right, power or remedy granted either party upon breach hereof or default hereunder by either party will impair any such right, power or remedy. No waiver of any breach or default shall be deemed a waiver of any other breach or default. All remedies granted either party hereunder of by law or statute will be cumulative and not alternative.

To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and their officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this agreement, relating to, arising out of or resulting from any claim of a third party arising out of or occurring in connection with the indemnifying party's negligence, willful misconduct, or breach of this agreement. The indemnifying party shall not enter any settlement without the Indemnified Party's prior written consent.

Article XVI - Assignment

Lessee shall not assign this Agreement or any of the leased goods, or any interest therein without Lessor's written consent. Lessee shall not sublet, hire, or rent the leased goods without Lessor's written consent. Lessor shall not assign any of its rights or obligations under this agreement without Lessee's written consent.

Article XVII - Miscellaneous

1. This Agreement shall be binding and insure to the benefit of the successors and assigns of the parties.
2. To the extent permitted by applicable law, if any action is filed by Lessor to collect fees owed pursuant to this Agreement, Lessor shall be entitled to recover, in addition to all other cost and fees incurred, the reasonable and customary fees of counsel.
3. This Agreement is not cancelable by either party prior to the expiration of its term outside of agreed upon exceptions in Article VIII.
4. Except as otherwise provided in this agreement, Lessor makes no warranty as to marketability or fitness for any particular purpose as to the leased goods, and Lessee acknowledges that no warranty has been expressed or implied in any manner.
5. All notices to Lessee shall be deemed delivered after five (5) days if placed in the United States mail, first class postage prepaid, and addressed as follows: **3400 N. Centennial St, High Point, NC 27265.**
6. Lessee must provide to Lessor a contact name and phone number of an individual capable of making all decisions. This individual must be reachable, always, during the installation, show times and removal process of the contracted period.

CONTACT NAME: Colten Marble

NUMBER: 336-883-3487

7. No amendment to, or modification of this agreement is effective unless it is in writing and signed by an authorized representative of each party.

8. 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 Goods and 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.

Witness as of the day and year first above written

CITY OF HIGH POINT

By: Damon Dequenne
2C6C69618914EC2C6A9FEC17E023C742 contractworks

Its: Assistant City Manager

David Fred Development Corp., d/b/a Winterland, Inc.

By: Duane Grott
7706F6C28968763C86878B86280ED742 contractworks

Its: V. P. of Sales

Attachment: Schedule A, Map A and sample photos

Preaudit Certificate

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

Bobby Fitzjohn
BB0A0449DDBEACDE4DF56386107C46DB contractworks
Bobby Fitzjohn, Finance Officer

High Point, NC - Winter Lights - 2022

Display Name	qty units	5 year Lease- to-own price	3 year lease price	Purchase price	Number on Map
12 Days of Christmas					
Day 1 thru 12 3' to 10' tall displays 250' wide scene	42	\$4,875.00	\$7,800.00	\$19,500.00	1 and 2
5 styles of fancy deer, 1 each 3' to 7' tall each	5	\$1,350.00	\$1,800.00	\$4,500.00	3
Snowtree Forest		\$2,550.00	\$4,080.00	\$10,200.00	4
12'	4				
9'	4				
7'	4				
Poinsettia lane		\$1,475.00	\$2,360.00	\$5,900.00	5
Poinsettia pot, 17' x 15'	1				
Poinsettia flowers, 3' x 3' ea.	12				
Retro-Christmas Morning		\$4,950.00	\$7,900.00	\$19,750.00	6
Teal / Silver tinsel tree, 20', RGB	1				
round orn with tree, 5.5 x 5	1				
round orn with plaid, 5.5 x 5	1				
round orn with flakes, 5.5 x 5	1				
round orn with stocking, 5.5 x 5	1				
finial orn with bow, 6 x 3	1				
finial orn with cane, 6 x 3	1				
Snow forest variety of designs and sizes 3' to 5'	30	\$1,125.00	\$1,800.00	\$4,500.00	7
Woodland Winters					
5 styles, 1 each 5.5' to 8' each	5	\$1,350.00	\$1,800.00	\$4,500.00	8
RGB kaleidoscope tunnel 20 arches spaced 10' 16 x 23 x 200	20	\$3,500.00	\$5,600.00	\$14,000.00	9
Price per year of contract		\$21,175.00	\$33,140.00	\$82,850.00	

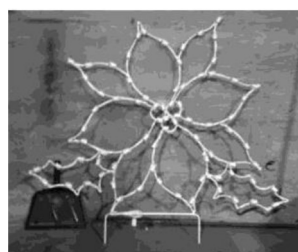
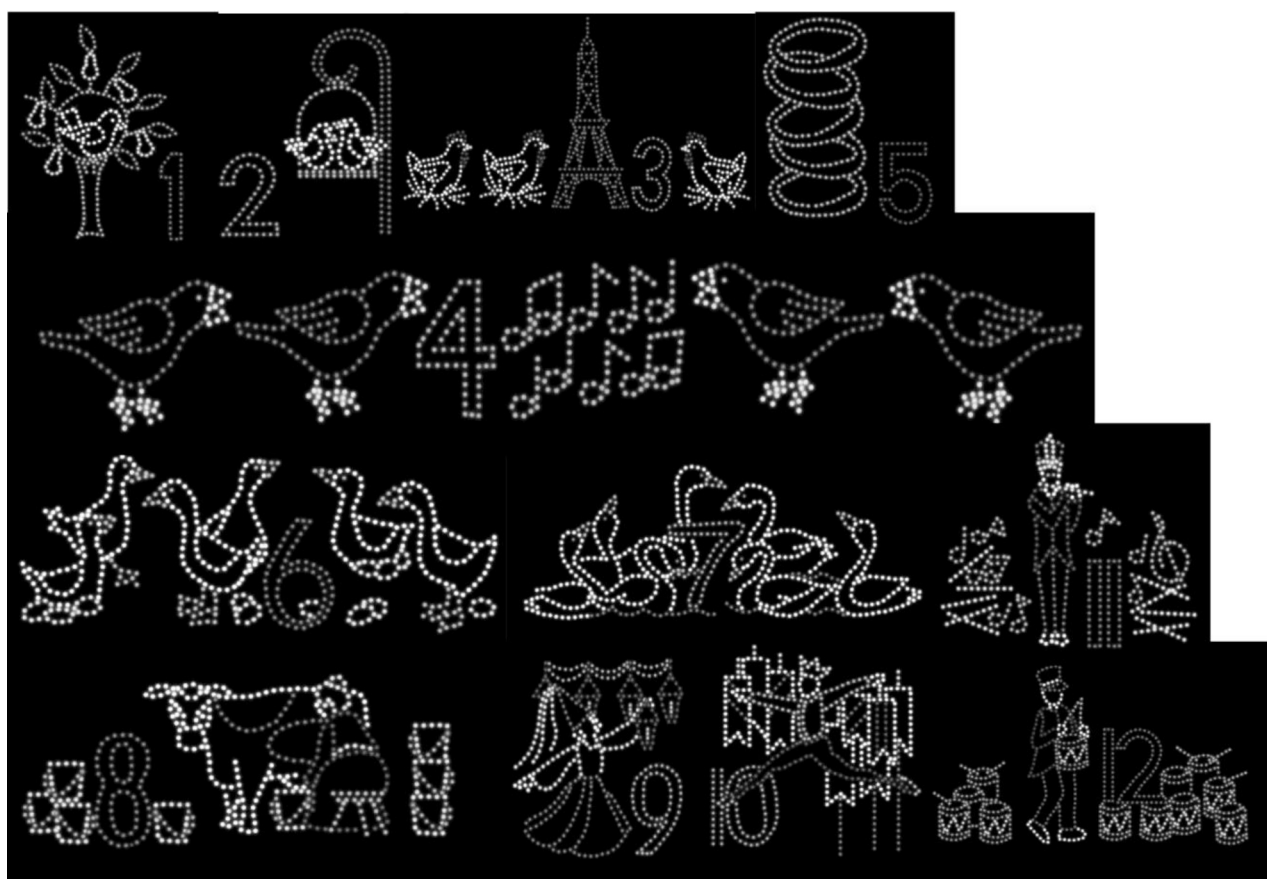
* Prices do not include delivery, installation, maintenance or removal.

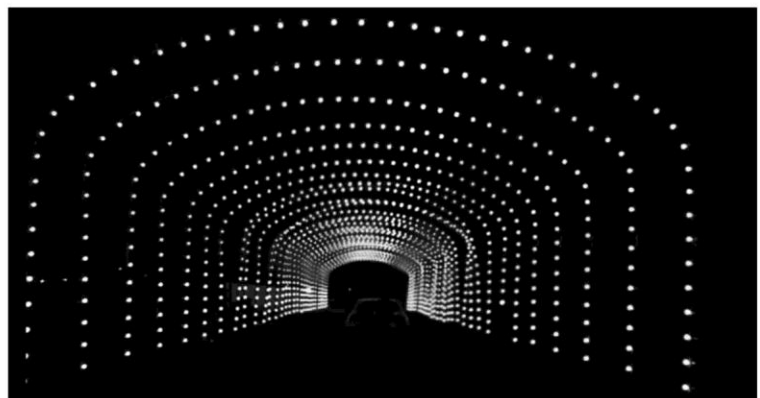
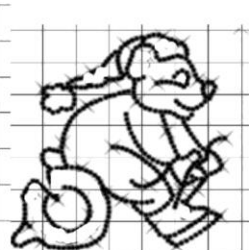
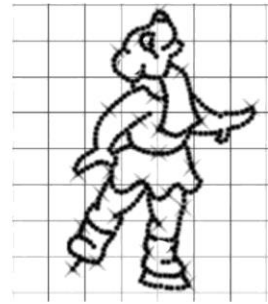
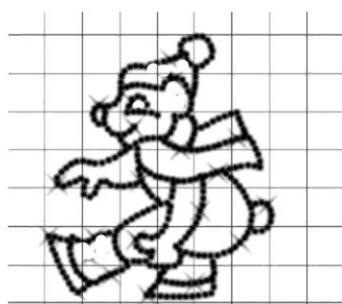
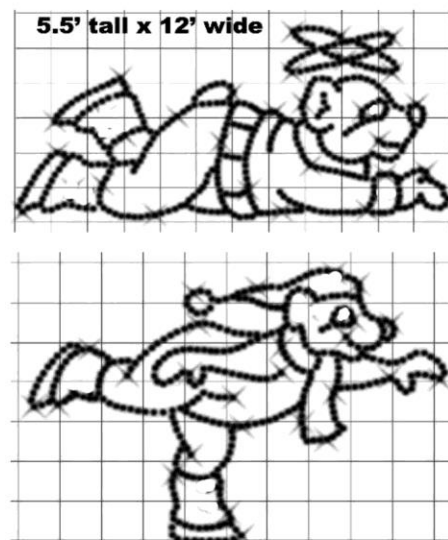
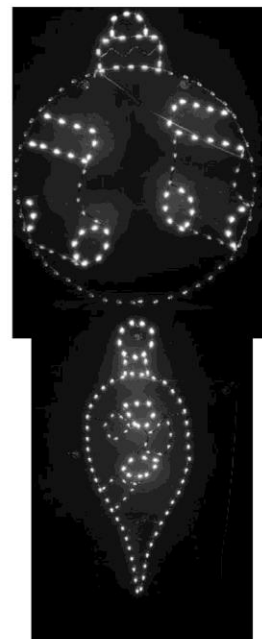
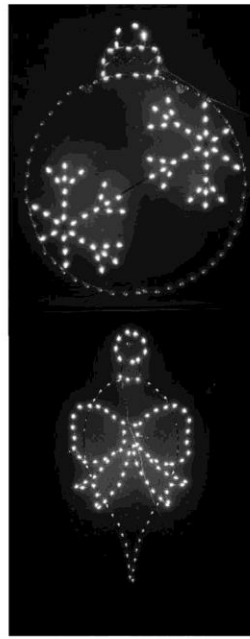
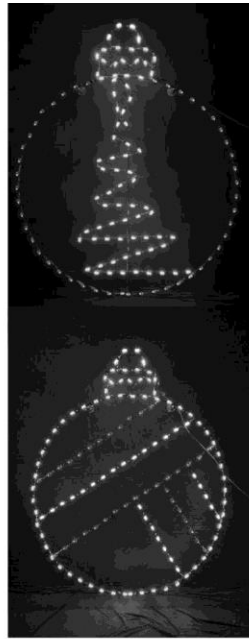
** Attachment A shows display locations.

Map A



Display Sample Photos:





CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from ABB Inc.

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
July 30, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

- ATTACHMENTS:**
1. Spare Breaker Quote
 2. Switchgear Quote
 3. Sole Source Letter
 4. Sole Source Form
-

PURPOSE: To utilize ABB Inc. as a sole source vendor to clean and inspect switchgear #2 at the Ward Water Treatment Plant (WTP) and to purchase spare breakers for the unit. ABB is the original manufacturer of the switchgear and thus has the proprietary knowledge necessary to appropriately service the equipment.

BACKGROUND: On December 16, 2025, a chemical feed line carrying sodium hypochlorite at the Ward WTP began leaking and was immediately repaired. It was later discovered that the electrical power distribution system within the plant had been exposed to sodium hypochlorite because of the leak. This event raised concerns about the impact of functionality and longevity of on-site electrical wiring critical to operation of the facility. The City subsequently approved a Task Order with Black & Veatch International Company to assess the electrical distribution system at the plant for systemic weaknesses and provide corrective action recommendations.

One of the recommendations by Black & Veatch and substantiated by ABB is to clean and inspect switchgear #2, and keep additional breakers on hand as spare parts.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from ABB Inc. in the amount of \$187,661 for the service and the purchase of parts for Switchgear #2 at the Ward Water Treatment Plant (WTP) and authorize the appropriate City Official(s) to execute all necessary documents.



Parts & Service: 1-888-434-7378

QUOTATION NO.	B8691006-0626-CJD-R0
DATE	June 4, 2026

BUYERS INFORMATION:

Requested by	Mike Livengood
Company	City Of High Point
Address	200 W Broad Ave High Point, NC 27260
Phone	(336) 883-8589
Email	mike.livengood@highpointnc.gov
RE:	Spare Breakers and Trip Units
GUID/ICV No.	G05385881

NOTICE: This quotation is void unless accepted within 30 days from the date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

SUBMIT PURCHASE ORDER TO:

ABB INC.

ABB Contact:	Ryan Bailey
Phone:	(336) 523-4491
Email:	ryan.bailey1@us.abb.com

REFERENCE QUOTATION NO. ON ALL PURCHASE ORDERS

ADDRESS PURCHASE ORDER TO:

ABB INC.

305 Gregson Drive
Cary, NC 27511

REMIT PAYMENT TO:

ABB INC.

PO Box 88868
Chicago, IL 60695-1868

ABB is pleased to offer this firm fixed "parts only" proposal for items listed below to the Ward Water Treatment facility located in High Point, NC.

Ship To Address:

Ward Water Treatment Plant City of High Point
121 N Pendleton St
High Point, NC 27260

Line Item	Qty	Description	Lead Time (Wks ARO)	Price	Extended Price
10	1	Spare 1600A Entelliguard Breaker	10-12 Weeks	\$30,760.00	\$30,760.00
20	1	Spare 2000A Entelliguard Breaker	10-12 Weeks	\$31,660.00	\$31,660.00
30	1	Spare 3200A Entelliguard Breaker	10-12 Weeks	\$37,601.00	\$37,601.00
40	1	Spare 1600A Entelliguard LSIGA Trip Unit	18-20 Weeks	\$6,473.00	\$6,473.00
50	1	Spare 2000A Entelliguard LSIGA Trip Unit	18-20 Weeks	\$6,473.00	\$6,473.00
60	1	Spare 3200A Entelliguard LSIGA Trip Unit	18-20 Weeks	\$6,473.00	\$6,473.00
Total:					\$119,440.00 (USD)*

***Please Note: There is a \$500.00 Minimum for ABB Parts Only Orders.**

Order Cancellation or suspension – Schedule of Charges:

Any service purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges including but not limited to, fees for services performed prior to the effective date of notice of termination, costs incurred by ABB for services not yet completed (including committed resources, subcontractor obligations, and mobilization expenses), and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total service price to compensate for disruption in scheduling, resource allocation, and other indirect costs.

This equipment is offered on a “parts only” basis. This offer does not include any design or field engineering services. Any applicable taxes (sales, state, county, etc.) and other fees (freight, etc.) are not included in the above price. All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the Buyer not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer. Payment Terms are Net 30 days from the date of invoice. Past due payments will be subject to a late payment penalty at the rate of 1.5% per month.

The sale of any service and products and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and “ABB Inc. General Terms and Conditions of Sale (2026-02 U.S.—ELSE)” as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreement and/or commitments to perform services are not enforceable.

All quoted or agreed prices are subject to revision at any time in the event of: (i) a material increase in component, raw material, or energy costs; or (ii) governmental action such as new or increased tariffs.

Supersedes Article 29 of the ABB Inc General Terms and Conditions of Sale (2026-02 U.S.—ELSE)

(a) This Article 29 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

ABB makes no representation that the quoted product(s) comply with any US federal or state government imposed domestic product preference (e.g., Buy America, Buy American) or other government imposed specific requirements. To the extent that Federal government Build America, Buy America Act or other State government domestic product preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller.

Buyer shall indemnify Seller against all claims by such applicable government entity for non-compliance with any undisclosed requirements.

Consideration for Material Supply

The Parties are aware of the shortage of raw materials and electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will make reasonable efforts to get optimum transport arrangements, and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

ABB Inc.	
Print:	
Signature:	
Title:	
Date:	

ABB Inc.	
Print:	
Signature:	
Title:	
Date:	

Buyer:	
Print:	
Signature:	
Title:	
Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

ABB GENERAL TERMS AND CONDITIONS OF SALE (2026-02 U.S.—ELSE)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained or referenced in ABB's proposal or quotation and ("Proposal"), any addenda to the Proposal, the purchase order (excluding any pre-printed terms and conditions and any terms that conflict with the Proposal or ABB's acknowledgment), and ABB's acknowledgment, submitted to Purchaser constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all other prior communications and agreements regarding the purchase order and ABB objects to any additional terms proposed by Purchaser. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. "Equipment" as used herein means all the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. "Purchaser" shall include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All prices set forth in a purchase order may be revised by ABB at any time prior to delivery or performance based on ABB's sole but reasonable estimate of its cost increases (after the Proposal date) resulting directly or indirectly from factors such as: (i) a significant increase in raw material, component, labor, or energy costs or (ii) governmental actions, such as increased tariffs on the Equipment, raw material, or components.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) Except as otherwise agreed by ABB, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, tariffs or other like taxes ("Taxes") which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such Taxes, or ABB's reasonable estimated cost impact thereof, which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any Tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make any changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications (including but not limited to technical, standards, codes, performance, schedule, location or performance, plus applicable laws and regulations). If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. ABB will not be obligated to meet specifications if not provided by Purchaser in the scope of work.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by

Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the

defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

(e) If Purchaser is supplying Equipment, Services, or Software to a third party, or using Equipment, Services, or Software at a facility owned by a third party, Purchaser will be solely responsible for its obligations to that third party and will defend and indemnify ABB from, and against, all liability resulting from any variance between the terms of this Agreement and any of Purchaser's terms with the third-party.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth in this Agreement, and compliance with any laws and regulations related to Purchaser's duties, obligations, and business practices including the application, operation, or use and disposal of the Equipment, Services, or Software is the sole responsibility of the Purchaser. All laws and regulations referenced in this Agreement shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in

the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ADD for work not completed, and all expenses incurred by ADD attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

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(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Trade Controls.

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or transshipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the [purchase order] (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the [purchase order] neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [purchase order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the [purchase order] until such time as ABB may lawfully discharge such obligation or unilaterally terminate the [purchase order] in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the [purchase order].

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the [purchase order], the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 21(a) above may be considered by ABB to be a material breach hereunder and shall entitle ABB to terminate this Agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB hereunder or applicable law. Purchaser shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement.

(d) Purchaser understands that ABB's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) ABB has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

25. Environmental, Health and Safety Matters.

If Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions. (g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price

and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

26. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Equipment and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Equipment and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

28. Entire Agreement.

This Agreement constitutes the entire Agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum (Addenda), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum (Addenda) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum (Addenda) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

29. US Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. Government instrumentality or political subdivision (collectively "U.S. Government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or "commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 –8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America(Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB.

Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

30. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

ADDENDUM TO QUOTATION

The City of High Point, a North Carolina municipal corporation (the “**City**”) and ABB Inc., a Delaware corporation (“**ABB**”), are entering into Quotation No. B8691006-0626-CJD-R0 dated June 4, 2026, (“**Agreement**”), concurrent with the execution of this Addendum to Quotation (“**Addendum**”). Any terms not defined herein shall have the meaning ascribed to them in the Agreement unless otherwise noted.

Notwithstanding any provision to the contrary contained in the Agreement, whether or not incorporated by reference into the Agreement, the provisions of this Addendum shall apply, supplant, and control. For clarity, the terms of this Addendum shall take precedence over the terms of the Agreement, including any and all terms incorporated by reference into the Agreement, to the extent of any conflict:

Confidentiality/Public Records. The City is subject to and must comply with North Carolina public records laws, including but not limited to N.C. Gen. Stat. § 132.1, *et seq.* 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 the Agreement, including but not limited to any provisions regarding confidentiality. The City cannot and does not agree to keep any information confidential that the City may be required to disclose under North Carolina public records laws, whether that information is within the Agreement or otherwise.

Governing Law/Dispute Resolution/Jurisdiction/Venue. The 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 dispute arising under the Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. Jurisdiction for any legal proceedings concerning this Agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Guilford County.

Indemnification. The City shall not indemnify ABB or any other person or entity as part of the Agreement.

Survival/Amendment Requires City Consent. The City and ABB agree that any amendment to the Agreement shall not be applicable to the City unless the City agrees to such amendment in a signed writing.

Section 25(i). New Section 25(i) shall be:

ABB shall have no responsibility or liability for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

Separate signature page to follow.

IN WITNESS WHEREOF, the City and ABB have caused this Addendum to be duly executed effective as of the date of last signature of the Agreement.

ABB INC.:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY OF HIGH POINT:

By: _____

Name: _____

Title: _____

Preaudit Certificate:

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

Bobby Fitzjohn, Finance Officer

QUOTATION NO.	B8507904-0426-CJD-R1
DATE	June 3, 2026

BUYERS INFORMATION:

Requested by	Mike Livengood
Company	City Of High Point
Address	200 W Broad Ave High Point, NC 27260
Phone	(336) 883-8589
Email	mike.livengood@highpointnc.gov
RE:	Ward WTP AKD-20 SWGR Damage
GUID/ICV No.	G05385881

NOTICE: This quotation is void unless accepted within 30 days from the date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

ABB Contact:	Ryan Bailey
Phone:	(336) 523-4491
Email:	ryan.bailey1@us.abb.com

REFERENCE QUOTATION NO. ON ALL PURCHASE ORDERS

ADDRESS PURCHASE ORDER TO:

ABB INC.
305 Gregson Drive
Cary, NC 27511

REMIT PAYMENT TO:

ABB INC.
PO Box 88868
Chicago, IL 60695-1868

Work Services Description:

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the Ward Water Treatment facility located in High Point, NC.

Site Address:

Ward Water Treatment Plant City of High Point
121 N Pendleton St
High Point, NC 27260

Scope of Supply:

1) Services:

- a) Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date.
- b) Upon completion ABB will provide a field service report detailing the services performed, test results and recommendations for future service.

2) Site Equipment:

- a) Qty. one (1) existing AKD-20 LV Switchgear
 - i) Lineup LU01

3) ABB Supplied Equipment:

- a) ABB will supply the requisite (calibrated) testing equipment for use during the activities below.

4) Work Scope:

- a) ABB will provide the field resources to clean the affected copper bus components in the rear of the existing LV Switchgear. If during cleaning it is determined that the bus plating is coming off or compromised too extensively ABB will recommend replacement of the compromised bus sections.
- b) ABB will provide Field resources to inspect two 3000A EntelliGuard breakers to ensure that they are not compromised from the Hypochlorite chemical flood

5) Clarifications/Exceptions:

- a) ABB assumes that prevailing wage is not applicable for the worksite unless otherwise stated.
- b) ABB Electrification Service will provide the services described above only. Any additional repairs, parts or equipment required will be quoted as a Change Order upon discovery; same day repair is not guaranteed.
- c) All protective settings shall be provided by others and are not included within this proposal.
- d) Customer shall provide craft labor to assist ABB in performance of the quoted scope of work.
- e) Equipment must be de-energized and fully isolated for service. Customer to coordinate all outages, de-energize and re-energize all equipment as required.
- f) Customer shall provide temporary power and lighting as required for testing.
- g) Customer is to provide a qualified electrician to assist ABB Field Resources in orientation and to ensure proper safety lockout procedures are in place.
- h) Customer is responsible for disposal of removed parts and any waste generated during onsite work.
- i) Customer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- j) The customer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- k) Customer shall Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- l) Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
- m) Any startup efforts or testing not described above are not included.
- n) Any items or services not specifically outlined herein are not included. Additional iterations/changes will be on a change order basis.
- o) Price is contingent upon continuous, unobstructed access to de-energized equipment.
- p) Any equipment or scope of work not listed above or quantities not identical to quantities listed above are not included in this proposal and will be charged at the applicable rates.
- q) In the event of unforeseen work delays beyond the control of ABB, standby time will be charged.
- r) ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- s) Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the customer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field resources, service technicians and/or craftsmen.
- t) ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- u) Spare parts (if required) are NOT included. If additional parts are required ABB will quote these after discovery.
- v) Should Customer desire to have ABB perform work beyond the scope of work described in this proposal or should unforeseen work delays beyond the control of ABB occur, published rates in effect at the time of performance for changes in the work or delays will apply for all ABB project management personnel, field engineering service, and craftsmen. The price for additional materials, labor, or subcontractors will be based on ABB's cost plus 35%. With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- w) ABB reserves the right to reject any portion of the work if, upon inspection, the safety or operational

procedures of the job violate standard company practice.

- x) Emergency services are not included in this proposal.
- y) Any items or services not specifically outlined herein are not included.

6) Schedule:

- a) Estimated equipment delivery is 10 – 12 weeks after acceptance of order If the Optional Spare Main Breaker is purchased. Actual delivery schedule is subject to change and will be determined at the time of order.
- b) This firm fixed proposal provides six (6) ABB Field Resources to perform the quoted onsite scope of work (4a) LV Switchgear bus cleaning in up to five (5) straight time days in a single (1) mobilization(s), plus travel on straight time. Nights, weekends, and ABB-recognized holidays are excluded.
- c) This firm fixed proposal provides two (2) ABB Field Resources to perform the quoted onsite scope of work (4b) EntelliGuard Breaker Inspection in up to Two (2) straight time days in a single (1) mobilization(s), plus travel on straight time. Nights, weekends, and ABB-recognized holidays are excluded.
- d) The work described herein will be scheduled on dates and at times which are mutually agreeable between Customer and ABB. Unless otherwise agreed upon in advance, it shall occur in an uninterrupted and sequential fashion. If the work is caused to be interrupted by or for the convenience of Customer or cannot be performed according to the agreed upon project schedule, there will be separate charges for multiple trips and rescheduling of ABB personnel.
- e) Working hours are defined as follows:
 - i) Straight time shall consist of eight (8) hour workdays, Monday through Friday.
 - ii) Overtime shall consist of any hours worked on a daily basis beyond the normal workweek hours, and work or travel performed on Saturday, in excess of eight (8) hours worked on Saturdays.
 - iii) Double time shall consist of hours worked or traveled over twelve (12) hours performed on weekdays and all hours worked on Sundays and on ABB holidays.
- f) Any work to be performed during overtime, weekends, or holidays will add additional costs.
- g) Please note that an advance notice of four (4) weeks is generally required for assigning ABB Field Resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
- h) The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/ their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.
- i) Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB's currently published rates.

Price, Terms and Conditions:

ABB will accomplish the above-described work scope for the firm fixed price of \$68,221.00 USD which includes the cost of travel, travel time and accommodations utilizing local resources.

Line-Item Number	Qty	Description	Price
10.)	-	Labor and Cleaning Supplies to Clean the Copper Bus in the existing LV Switchgear LU01	\$57,016.00
20.)	-	Labor to Inspect Qty two (2) 3000A Frame EntelliGuard Breakers	\$11,205.00
Total			\$68,221.00

- Invoice to be issued as follows:
 - o Upon Acceptance of Purchase Order: 20%
 - o Upon Mobilization: 15%
 - o Upon Substantial Completion of Onsite Services: 60%
 - o Upon Submission of Final Report: 5%

- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

Order Cancellation or suspension – Schedule of Charges:

Any service purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges including but not limited to, fees for services performed prior to the effective date of notice of termination, costs incurred by ABB for services not yet completed (including committed resources, subcontractor obligations, and mobilization expenses), and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total service price to compensate for disruption in scheduling, resource allocation, and other indirect costs.

The sale of any services and products, as well as their integration ordered by the Buyer, is contingent upon the terms and conditions outlined in this quotation and the attached “ABB Inc. General Terms and Conditions of Sale (2026-02 U.S.—ELSE).” Any additional or differing terms proposed by the Buyer will not be accepted and will not be binding on ABB unless expressly agreed to in writing by an authorized representative of ABB. Any order, statement of intent to purchase, or direction to perform work, along with ABB’s execution of the work, will signify acceptance of the terms and conditions. Oral agreements or commitments to perform services are not enforceable.

All quoted or agreed prices may be revised at any time due to: (i) a increase in components, raw material, or energy costs; or (ii) governmental actions, including new or increased tariffs.

Supersedes Article 29 of the ABB Inc General Terms and Conditions of Sale (2026-02 U.S.--ELSE)

(a) This Article 29 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB’s Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

ABB makes no representation that the quoted product(s) comply with any US federal or state government imposed domestic product preference (e.g., Buy America, Buy American) or other government imposed specific requirements. To the extent that Federal government Build America, Buy America Act or other State government domestic product preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller.

Buyer shall indemnify Seller against all claims by such applicable government entity for non-compliance with any undisclosed requirements.

Consideration for Material Supply

The Parties are aware of the shortage of raw materials and electronic components worldwide, which is likely to last for the foreseeable future, as well as market fluctuations in the availability and cost of other raw materials, commodities, critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract, terms and conditions, or purchase order, if after the date of ABB's proposal or offer, or during the term of the performance of the contract or purchase order, there are any changes to availability and/or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of performance or delivery of the directly or indirectly affected scope of work under the contract or purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract or purchase order date of delivery or completion. The Customer hereby acknowledges and agrees that in such circumstances, ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation

The offer is based on the specified Incoterms. Given the current fluctuations in transportation costs, these may be listed as a separate line item and should be regarded as a non-binding estimate reflecting current market prices. At the time of delivery, ABB will strive to secure optimal transport arrangements, and the actual cost will be invoiced to the Purchaser. ABB will not be liable for any increase in transportation costs at the time of delivery.

ABB INC.

ABB Inc.	
Print:	
Signature:	
Title:	
Date:	

ABB Inc.

ABB Inc.	
Print:	
Signature:	
Title:	
Date:	

BUYER:

Buyer:	
Print:	
Signature:	
Title:	
Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

Electrification Service U.S.A. Service Rates



Jan 1, 2026

ABB Inc. maintains a complete staff of Field Service personnel who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of both ABB and non-ABB electrical apparatus.

8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized Field Engineer	\$3,402	\$4,946	\$6,514
Class II - Field Engineer	\$2,786	\$4,034	\$5,282
Class III - Service Technician	\$2,178	\$3,122	\$4,066
Phone Support			\$2,000/case
Emergency Standby Retainer			\$7,000/month

Tooling Rates

IR Camera	\$150/day, \$600/week
Primary Current Injection Set	\$500/day, \$2,000/week
Relay Test Set	\$600/day, \$2,400/week
Power Factor Test Set	\$600/day, \$2,400/week

Class I – Specialized Field Engineer

The Specialized Field Engineer has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Paralleling Switchgear
- Medium Voltage Synchronous Motor Controls
- Automatic Throw Over Controllers (PLC)
- Gas Insulated Switchgear (GIS)
- Entellisys Switchgear
- Specialty power system studies, including Harmonic, Transient Switching, Load Flow, and Grounding

Class II – Field Engineer

The Field Engineer has specific factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, commissioning, or service requirements consistent with ABB guidelines.

Class III – Service Technician

The Service Technician has craft trade training along with selective factory training.

For more information contact your local ABB office or call our 24x7 customer service center at

1-888-434-7378 or 540-387-8617
for legacy GE products

1-800-HELP-365 (1-800-435-7365)
for legacy ABB products

Typical Field Services, Repairs, and Product Support

- Low / Medium Voltage Switchgear, GIS Switchgear, Protective Relays, and Circuit Breakers
- Low / Medium Voltage Motor Control Centers
- Low / Medium Voltage Busduct
- Medium Voltage Load Interrupter Switches
- Automatic Transfer Switches
- Transformers
- Programmable Logic Controllers
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$582.00	\$778.00
Class II - Field Engineer	\$468.00	\$624.00
Class III - Service Technician	\$354.00	\$472.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round-trip basis with point of departure based on the location of the ABB Representative's office/service center.

3. Additional travel and living expenses include:

Overnight stay	\$270 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
5. Materials, subcontract labor and equipment if required will be provided at cost + 35%.
6. All equipment is delivered FCA ABB point of shipment, Incoterms® 2020, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
7. Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates.
8. Minimum daily billing of 8 hours for all services provided including standby time.
9. A minimum order of \$500.00 shall apply for a parts/material only order.
10. All rates are for hours worked, traveled, or on standby and are based on ABB's General Terms and Conditions of Sale. Price and data subject to change without notice.
11. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
12. Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$250
TWIC Card	\$400
BOSIET + HUET	\$3,000

All travel time to complete the screenings will be billed at the applicable hourly rate as defined herein plus expenses. All other specialty training will be billed at cost + 20%.
13. All time to complete site specific training will be billed at the applicable hourly rate as defined herein plus expenses.
14. A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rates as defined herein, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
15. The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

ABB GENERAL TERMS AND CONDITIONS OF SALE (2026-02 U.S.—ELSE)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained or referenced in ABB's proposal or quotation and ("Proposal"), any addenda to the Proposal, the purchase order (excluding any pre-printed terms and conditions and any terms that conflict with the Proposal or ABB's acknowledgment), and ABB's acknowledgement, submitted to Purchaser constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all other prior communications and agreements regarding the purchase order and ABB objects to any additional terms proposed by Purchaser. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. "Equipment" as used herein means all the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. "Purchaser" shall include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All prices set forth in a purchase order may be revised by ABB at any time prior to delivery or performance based on ABB's sole but reasonable estimate of its cost increases (after the Proposal date) resulting directly or indirectly from factors such as: (i) a significant increase in raw material, component, labor, or energy costs or (ii) governmental actions, such as increased tariffs on the Equipment, raw material, or components.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) Except as otherwise agreed by ABB, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, tariffs or other like taxes ("Taxes") which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such Taxes, or ABB's reasonable estimated cost impact thereof, which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any Tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make any changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications (including but not limited to technical, standards, codes, performance, schedule, location or performance, plus applicable laws and regulations). If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. ABB will not be obligated to meet specifications if not provided by Purchaser in the scope of work.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by

Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the

defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

(e) If Purchaser is supplying Equipment, Services, or Software to a third party, or using Equipment, Services, or Software at a facility owned by a third party, Purchaser will be solely responsible for its obligations to that third party and will defend and indemnify ABB from, and against, all liability resulting from any variance between the terms of this Agreement and any of Purchaser's terms with the third-party.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth in this Agreement, and compliance with any laws and regulations related to Purchaser's duties, obligations, and business practices including the application, operation, or use and disposal of the Equipment, Services, or Software is the sole responsibility of the Purchaser. All laws and regulations referenced in this Agreement shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in

the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ADD for work not completed, and all expenses incurred by ADD attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the termination scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

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(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Trade Controls.

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or transshipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the [purchase order] (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the [purchase order] neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [purchase order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the [purchase order] until such time as ABB may lawfully discharge such obligation or unilaterally terminate the [purchase order] in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the [purchase order].

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the [purchase order], the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 21(a) above may be considered by ABB to be a material breach hereunder and shall entitle ABB to terminate this Agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB hereunder or applicable law. Purchaser shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement.

(d) Purchaser understands that ABB's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) ABB has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

25. Environmental, Health and Safety Matters.

If Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions. (g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price

and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

26. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Equipment and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Equipment and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

28. Entire Agreement.

This Agreement constitutes the entire Agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum (Addenda), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum (Addenda) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum (Addenda) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

29. US Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. Government instrumentality or political subdivision (collectively "U.S. Government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or "commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 –8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America(Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB.

Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

30. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

ADDENDUM TO QUOTATION

The City of High Point, a North Carolina municipal corporation (the “**City**”) and ABB Inc., a Delaware corporation (“**ABB**”), are entering into Quotation No. B8507904-0426-CJD-R1 dated June 3, 2026, (“**Agreement**”), concurrent with the execution of this Addendum to Quotation (“**Addendum**”). Any terms not defined herein shall have the meaning ascribed to them in the Agreement unless otherwise noted.

Notwithstanding any provision to the contrary contained in the Agreement, whether or not incorporated by reference into the Agreement, the provisions of this Addendum shall apply, supplant, and control. For clarity, the terms of this Addendum shall take precedence over the terms of the Agreement, including any and all terms incorporated by reference into the Agreement, to the extent of any conflict:

Confidentiality/Public Records. The City is subject to and must comply with North Carolina public records laws, including but not limited to N.C. Gen. Stat. § 132.1, *et seq.* 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 the Agreement, including but not limited to any provisions regarding confidentiality. The City cannot and does not agree to keep any information confidential that the City may be required to disclose under North Carolina public records laws, whether that information is within the Agreement or otherwise.

Governing Law/Dispute Resolution/Jurisdiction/Venue. The 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 dispute arising under the Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. Jurisdiction for any legal proceedings concerning this Agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Guilford County.

Indemnification. The City shall not indemnify ABB or any other person or entity as part of the Agreement.

Survival/Amendment Requires City Consent. The City and ABB agree that any amendment to the Agreement shall not be applicable to the City unless the City agrees to such amendment in a signed writing.

Section 25(i). New Section 25(i) shall be:

ABB shall have no responsibility or liability for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

Separate signature page to follow.

IN WITNESS WHEREOF, the City and ABB have caused this Addendum to be duly executed effective as of the date of last signature of the Agreement.

ABB INC.:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY OF HIGH POINT:

By: _____

Name: _____

Title: _____

Preaudit Certificate:

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

Bobby Fitzjohn, Finance Officer



June 17, 2026

City of High Point
Attn: Derrick Boone
211 S Hamilton Rd, Room 206
High Point, NC 27260

RE: Quotes for the Ward Water Treatment Plant
Proposal #B8691006-0626-CJD-R0 dated June 4, 2026
Proposal #B8507904-0426-CJD-R1 dated June 3, 2026

I represent the commercial operations group of ABB, Inc. As such, per your request, I can inform you that ABB, Inc. is the only authorized OEM repair and maintenance service provider for the ABB equipment and products installed at the Ward Water Treatment Plant. The AKD-20 Low Voltage Switchgear and EntelliGuard G circuit breakers in service at the Ward Water Treatment Plant are ABB-manufactured equipment. ABB can provide up-to-date factory trained and authorized engineers to perform preventative maintenance, inspection, cleaning, and repair services with OEM replacement parts on ABB switchgear and breakers.

Specifically, the EntelliGuard G breakers (1600A, 2000A, and 3200A frames) and LSIG trip units referenced in the attached proposals are proprietary ABB products. These components are only available from ABB or authorized ABB distributors and require factory-trained technicians for proper installation, calibration, and testing.

I also inform you that ABB is the sole manufacturer of ABB switchgear, EntelliGuard circuit breakers, and associated components. Non-OEM service or parts on this equipment may void equipment warranties and is not recommended for critical water treatment infrastructure.

Sincerely,

Ryan Bailey
Business Development Manager

ABB Inc.
+1 336 523-4491
ryan.bailey1@us.abb.com

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

To utilize ABB Inc. as a sole source to clean and inspect switchgear #2 at the Ward Water Treatment Plant (WTP) and to purchase spare breakers for the unit. ABB is the original manufacturer of the switchgear.

Estimated expenditure for the above item(s):

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

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

Department/Division

Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase with DXP Enterprises, Inc. dba Premier Water, a DXP Company

FROM:

Allison Kraft
Water Resources Director

MEETING DATE:

July 30, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

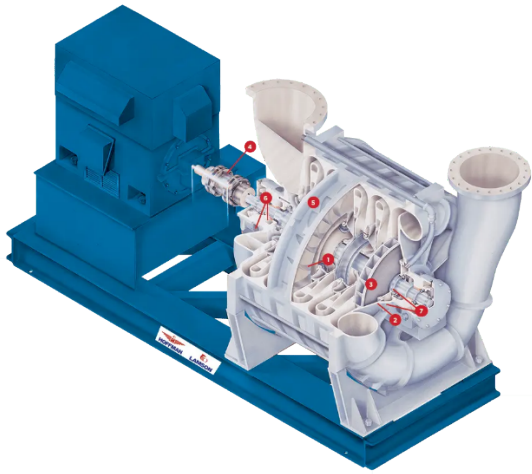
1. Picture
 2. Quote
 3. Sole Source Letters
 4. Sole Source Form
-

PURPOSE: To purchase a replacement blower from Premier Water for the Ward Water Treatment Plant (WTP).

BACKGROUND: The Ward WTP has two Lamson blowers that are utilized for backwashing the filters as part of the water treatment process. One of the blowers requires replacement due to age and poor condition. It is important that the new blower matches the existing both for operational capabilities and maintenance efficiencies. The Water Resources Department intends to purchase a replacement Lamson Model 855-ADGI Multistage Centrifugal Air Blower and associated appurtenances from DXP Enterprises, Inc. dba Premier Water, a DXP Company ("Premier Water") as a sole source purchase. Premier Water is the sole source supplier for Gardner Denver NASH, which is the manufacturer of Lamson centrifugal blowers.

BUDGET IMPACT: Funds are available in the 2026-27 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase with DXP Enterprises, Inc. dba Premier Water, a DXP Company in the amount of \$112,405 for a replacement Lamson Model 855-ADGI Multistage Centrifugal Air Blower and associated appurtenances for the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.



Page 52 of 131



DATE: July 6, 2026
TO: City of High Point, North Carolina
REFERENCE: New multistage centrifugal air blower
High Point WWTP

PROPOSAL NO. SF-1113147 Rev. 3

Gardner Denver NASH is pleased to offer the following Scope of Supply and Proposal:

One (1) – Lamson Model 855-ADGI Multistage Centrifugal Air Blower assembly to replace existing Lamson Model 855 blower, Serial No. 971019, Sale Order No. 67440. The new blower is the same make, model and configuration as the existing blower.

The blower will be our standard heavy-duty construction with cast iron inlet and outlet heads, cast iron intermediate sections, and aluminum-alloy impellers. The impellers will be assembled on a heavy steel shaft and supported by two outboard mounted, grease lubricated ball bearings.

Position 1 vertical inlet head, 8" flange, drilled to 125# ANSI standards.
Position 1 vertical outlet head, 8" flange, drilled to 125# ANSI standards.

The blower and motor will be mounted on a structural steel base plate with the blower driven by a **100 HP** electric motor, 3550 RPM, 3 phase, 60 hertz, 460-volt, TEFC enclosure, 40 C ambient, 1.15 service factor, Class F insulation, Class B temperature rise.

The following accessories are included for each Blower Package:

- 1 - Set Base Isolation Pads
- 1 - Shaft coupling, non-spacer, with composite Orange Peel coupling guard
- 1 - Inlet air Filter/Silencer, 8" flange, canister type, 98% efficiency on 10 microns
- 1 - Expansion Joint, 8", blower inlet
- 1 - Expansion Joint, 8", blower discharge
- 1 - Butterfly valve, inlet throttling, 8" Wafer body, manual lever operator

- Blower discharge butterfly valve and blower protection panel are not included.



FACTORY TESTING:

Blowers are given a standard factory mechanical test consisting of operating the unit for a minimum of one hour after stabilization. Speed, vibration, and temperature levels are recorded and verified to be within Gardner Denver engineering and ISO quality PTC9016 standards during this test. The customer shall consider successful performance of this equipment as measured by the above mechanical and test as the basis for acceptance unless otherwise noted. In addition, blowers requiring a factory performance test will be tested per ASME PTC-10 standards under Gardner Denver procedure PT9014. Performance testing will be completed at manufacturer's designated testing facility.

Tests will be conducted with the job-specific motor when specified and when possible based on test cell power limitations. When necessary, a calibrated factory test motor will be used to provide the engineer and owner with a baseline of performance, peak vibration and temperature readings. A certified test curve for each blower will be provided to the engineer to verify compliance with specified design criteria. Each blower will be tested once with results use to compare to the baseline design criteria. Alternate design points will be calculated rather than a test run for each specified design point.

Standard acceptance for the flow on the pressure curve is $\pm 4\%$ when differential pressure is greater than or equal to 6.0 PSIG. Acceptance criteria for the flow on the pressure curve is ± 0.25 PSIG when differential pressure is less than 6.0 PSIG. Standard acceptance criteria for power is less than 104% of the specified BHP at the design flow. Test reports will be generated using "Original Units" of measure as shown on the predicted blower performance curve. Revised reports using alternate units of measure may result in additional charges.

- Mechanical Run Test
- Dynamic Rotor Balance

CLARIFICATIONS AND COMMENTS:

- The complete scope of supply is as noted herein. Any item not specifically noted is not included. Any quoted accessories are shipped loose for mounting by others unless otherwise noted.
- Unloading, storage, installation or installation supervision, motor starters or VFD's, switchgear, interconnecting wiring and conduit, pipes, fittings, gaskets, hardware and anchor bolts are not included.
- Preparation procedures and paint shall be manufacturer's standard specification paint system and standard factory color unless otherwise noted.
- Blower coupling alignment must be checked and adjusted to limits as noted in O&M manual by the installation contractor after equipment is installed and prior to start-up at the job site.
- On-site blower start up assistance by a factory blower technician or authorized representative is included, up to 1 trip, 1 day, 1 on site.



July 6, 2026

Premier Water, Inc. is the authorized representative for Hoffman & Lamson multistage centrifugal blowers for the municipal wastewater market segment in the State of North Carolina and South Carolina for Gardner Denver NASH. As such, Gardner Denver Hoffman and Lamson multistage centrifugal blowers, Hoffman Revolution high speed turbo blowers, Turbotron regenerative blowers, blower accessories, parts and service are available for quotation and purchase only through Premier Water, Inc.

Gardner Denver NASH is the sole owner and manufacturer of Lamson and Hoffman multistage centrifugal blowers, Hoffman Revolution high speed turbo blowers, and Turbotron regenerative blowers and parts for those blowers.

Orders may be placed with Premier Water, Inc. or direct with Gardner Denver NASH.

Gardner Denver NASH mailing address for orders is:

Gardner Denver NASH
200 Simko Boulevard
Charleroi, PA 15022

Please contact us if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Keith E. Collins'.

Keith E. Collins
Sr. Sales Engineer

Gardner Denver NASH
Hoffman & Lamson
Mobile 678-852-8576





Premier Water, a DXP Company
3540 Toringdon Way, Suite 200
Charlotte, NC 28277
704-523-4048
www.Premier-Water.com

7/3/2026

To: City of High Point

Attn: Peter LaVigne

Re: Sole Source Supplier for Gardner Denver Municipal Water/Wastewater Products

Premier Water, a DXP Company, is the sole distributor for the following brands and products in the North & South Carolina municipal water market:

Manufacturer	Factory Contact	Email
Hoffman & Lamson Centrifugal Blowers, Appurtenances and Parts	Keith Collins	Keith.collins@irco.com

If you have any questions or need more information, please give us a call. We appreciate the opportunity to work with you.

Thank you,

<i>Paul G. Petersen</i>	<i>Equipment Sales</i>	<i>704-900-4062</i>	<i>paul@premier-water.com</i>
<i>Michael Young</i>	<i>Aftermarket Sales</i>	<i>704-607-6293</i>	<i>michael@premier-water.com</i>

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

Premier Water is the sole source supplier for Gardner Denver Municipal Water/Wastewater Products, which is the manufacturer of Lamson Centrifugal Blowers.

Estimated expenditure for the above item(s):

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

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 Digitally signed by AllisonKraft
Date: 2026.07.08 15:33:48 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2026.07.08 18:33:39 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2026.07.09 08:18:12 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from Carolina Seals, Inc.

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
July 30, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Quote
 2. Sole Source Form
-

PURPOSE: To purchase a replacement RAS (Return Activated Sludge) pump from Carolina Seals, Inc. for the Westside Wastewater Treatment Plant (WWTP).

BACKGROUND: The Westside WWTP has three (3) variable speed RAS pumps located between Final Clarifiers 1 and 2. The RAS is pumped into the BNR (Biological Nutrient Removal) tanks as part of the wastewater treatment process. A RAS pump requires replacement due to age and poor condition. This is a sole source purchase to maintain standardization across all three pumps.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Carolina Seals, Inc. in the amount of \$60,269.22 for a Return Activated Sludge (RAS) pump for the Westside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.



CAROLINA SEALS, INC.
1940 DERITA ROAD
CONCORD, NC 28027
(704) 788-3223



QUOTATION

DATE	QUOTE NO.
7/14/2026	715547

NAME / ADDRESS
CITY OF HIGH POINT- WEST SIDE WWTP P.O. BOX 230 HIGH POINT, NC 27261

ATTENTION	DELIVERY
ROB	22 WEEKS

QTY	ITEM	DESCRIPTION	COST	TOTAL
1	SJC8X10-18HC600	SUMMIT SJC PUMP , SIZE 8 X 10 -18 , FRAME SIZE 4J , 18" IMPELLER . MATERIALS OF CONSTRUCTION HC600 CASING, IMPELLER SUCTION COVER LINER SUCTION COVER AND STUFFING BOX COVER . SHAFT 1045 , SLEEVE 316SS	52,069.22	52,069.22
1	FS62774M76	FLEXASEAL 3.250" STYLE VTSMS3 STATIONARY MUTI-SPRING DUAL CARTRIDGE SEAL WITH PUMPING RING . SILICON CARBIDE VS SILICON CARBIDE WITH TFEP O-RINGS INBOARD , CARBON VS SILICON CARBIDE WITH TFEP O-RINGS OUTBOARD , 316SS WITH ALLOY C276 SPRINGS . FOR SJC 8 X 10 -18 4J HC600 PUMP.	8,200.00	8,200.00
		7.5% Sales Tax	7.50%	0.00

TRAVIS WATKINS	ALL QUOTES ARE GOOD FOR 30 DAYS!	TOTAL	\$60,269.22
CUSTOMERS PAYING WITH A CREDIT CARD WILL BE CHARGED A 3% PROCESSING FEE.			

Visit our Website at www.CarolinaSeals.com

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

To purchase a replacement RAS (Return Activated Sludge) pump from Carolina Seals, Inc. for the Westside Wastewater Treatment Plant (WWTP). This is a sole source purchase to standardize with the other Summit SJC pump, which was previously purchased last year when RAS pump #2 was replaced.

Estimated expenditure for the above item(s):

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

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 Digitally signed by AllisonKraft
Date: 2026.07.22 16:23:55 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2026.07.23 09:24:05 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2026.07.24 15:52:38 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase with FIALab Instruments, Inc.

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
July 30, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Quote
 2. Sole Source Letter
 3. Sole Source Form
-

PURPOSE: To make a sole source purchase of a flow injection nutrient analyzer for the Laboratory Services Division of Water Resources.

BACKGROUND: The Laboratory Services Division of Water Resources performs various analyses to ensure that our water, wastewater, and stormwater facilities are in compliance with state and federal regulations. The Water Resources Department intends to purchase the FIAlyzer-FLEX- one-channel flow injection analyzer as a sole source purchase from FIALab Instruments, Inc. ("FIALab") to standardize with the existing unit that was purchased during the previous budget year. FIALab is the only available manufacturer of equipment meeting the necessary specifications.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase with FIALab Instruments, Inc. in the amount of \$60,301.31 for the purchase of a flow injection nutrient analyzer with parts and authorize the appropriate City Official(s) to execute all necessary documents.

**FIAlab Instruments, Inc.**

4259 23rd Ave W
Seattle, WA, 98199, USA
+1 (206) 258-2290
accounting@flowinjection.com

QUOTE

QUOTE #	14176
DATE	1/7/2026
VALID UNTIL	10/31/2026

CUSTOMER CONTACT INFORMATION

City of High Point
Accounts Payable
PO BOX 230
Highpoint, NC 27261

DESCRIPTION**TERMS**

Net 30

SHIPPING TERMS

DAP

REP

BAS

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
793631	FIAlyzer-FLEX(1) - 120 V - One-channel flow injection analyzer -Includes one license for FIAsoft control software package -Includes two days training and installation by a FIAlab scientist.	1	32,912.90	32,912.90T
41045	Standalone high-precision peristaltic pump, 6 channels, in grey aluminum enclosure. For use with FIAlyzer-FLEX.	1	3,940.07	3,940.07T
61000	ASX-280 Cetac autosampler - 2-rack (120 position)	1	10,881.68	10,881.68T
79301	Desktop computer and 19" monitor.	1	2,156.57	2,156.57T
796015	FLEX Module: Ammonia / TKN w/ Gas Diffusion EPA 350.1./EPA 351.2	1	2,701.82	2,701.82T
	Customer to utilize CN manifold			
794111	In-line digester for total cyanide by ISO method.	1	5,535.44	5,535.44T
83109	Lachat Trade-in Credit		-1,500.00	-1,500.00
810141	Service Plan - Silver - 2yr new FIA instrument - additional channel at location	1	2,648.68	2,648.68T
83004	Packing and Handling		239.15	239.15T
83003	Shipping and Insurance		785.00	785.00T
	Sales Tax		7.00%	4,221.09

TOTAL

\$64,522.40

January 1st, 2026

To Whom it May Concern,

This letter is to confirm that the FIAlab Instruments, Inc. is the sole of provider of the FIAlyzer-1000 and FIAlyzer-FLEX Flow Injection Analyzers in the United States. All accessories are not available through any other distributor. The FIAlab products are manufactured, shipped, and invoiced by FIAlab Instruments, Inc. in Seattle, WA, USA. All FIAlab instrumentation is installed and serviced by qualified FIAlab technicians, and all training of FIAlab instrumentation is performed by qualified FIAlab technicians.

The unique specifications that are not available via other instrumentation would be:

- Displaying the full absorbance spectrum in real time. Also, utilizing alternative wavelengths to extend the linear range.
- Analyzer is able to include absorbance flow cells up to 100 mm path
- Each channel has its own power supply, light source, and detector. The instrument does not share power supplies, light source(s), or detectors in order to do multiple channels. Each channel can be a standalone unit without any added cost.
- Full view of fluid movement in the manifold.
- Able to analyze samples while running with different variables-Analyze on the fly (changing wavelengths, for example)
- Software is compatible with Windows 11 and written in C# with programmers in house that have Ph.D. in Chemistry
- Must be capable of EPA-approved fluorescence method for TKN & Ammonia without the need to switchover manifolds
- Must have the ability to monitor instrument status on desktop or phone status of your run at one or many locations.

If you have any further questions, please contact us at [206-619-6705](tel:206-619-6705)



Regards,

Scott Schroeder
National Sales Director
(800) 963-1101
ext.100
(206) 619-6705 Cell



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*Proud to be a small US business
with 100% of manufacturing done
in the USA.*

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

FIALab Instruments, Inc. is the sole provider of the FIAlyzer-FLEX in the United States. All accessory, are not available through any other distributor. The FIALab products are manufactured, shipped, and invoiced by FIALab Instruments, Inc in Seattle, WA. The analyzer will integrate with the Water Quality Lab's existing Lachat autosampler.

Estimated expenditure for the above item(s):

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

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 supportdocumentation.

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

Department Head/Authorized Personnel Digitally signed by AllisonKraft
Date: 2026.07.23 09:04:50 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

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



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Guaranteed Maximum Price Amendment with Construction Manager at Risk Metcon, Inc. for Phase 2 Sitework and Pre-Engineered Metal Building – Electric Operations Center

FROM:

Tyler Berrier
Electric Utilities Director

MEETING DATE:

July 30, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. DRAFT GMP Amendment
-

PURPOSE: Approval of the attached Guaranteed Maximum Price (GMP) Amendment with Metcon, Inc. as the Construction Manager at Risk (CMAR) for sitework and the purchase and erection of a pre-engineered metal truck shed at 205 Model Farm Road. This will be the second of four phases for construction of the Electric Operations Center.

BACKGROUND: Under RFQ – 04 – 082125, the City initiated an agreement for a Construction Manager at Risk for the new Electric Operation Center with Metcon. The existing building on site has been demolished, and we will begin sitework (grading, fencing, erosion control) and the purchase of the Pre-Engineered metal building for our truck shed including PEMB, Metal Roof, and associated accessories for the scope of work.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Guaranteed Maximum Price Amendment with Construction Manager at Risk Metcon, Inc. in the amount of \$9,767,386 for sitework and the purchase and erection of a pre-engineered metal truck shed for the Electric Operations Center and authorize the appropriate City Official (s) to execute all necessary documents.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 4th day of August in the year 2026, is incorporated into the AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 24th day of June in the year 2026 (the “Agreement”) (In words, indicate day, month, and year.)

for the following **PROJECT** and **PHASE**:
(Name and address or location)

Electric Operations Center
205 Model Farm Road
High Point, NC 27265
Phase 2: Sitework and Pre-Engineered Metal Building

THE OWNER:
(Name, legal status, and address)

City of High Point, a North Carolina municipal corporation
211 South Hamilton Street
High Point, NC 27260

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Metcon, Inc., a North Carolina corporation
763 Comtech Drive
Pembroke, NC 28372

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS
- A.5 ELIMINATION OF HUB

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **nine million seven hundred sixty-seven thousand three hundred eighty-six dollars (\$ 9,767,386)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Construction Manager’s Guaranteed Maximum Price – 2: Sitework and Pre-Engineered Metal Building dated July 20, 2026, attached hereto and incorporated herein by reference.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☐ The date of execution of this Amendment.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date established in the notice to proceed sent by the Owner to the Construction Manager for the applicable phase of the Project. The Owner will send the notice to proceed once it has all necessary documentation from the Construction Manager, including the payment and performance bonds and

evidence of insurance required under Article 11 of AIA Document A201–2017.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: March 20, 2028

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Construction Manager’s Guaranteed Maximum Price – 2: Sitework and Pre-Engineered Metal Building dated July 20, 2026.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Construction Manager’s Guaranteed Maximum Price – 2: Sitework and Pre-Engineered Metal Building dated July 20, 2026.

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
UP1	\$16,000
UP2	\$9,600
UP3	\$9,600
UP4	\$24,000
UP5	\$24,400
UP6	\$15,000
UP7	\$20,000
UP8	\$15,000
UP9	\$15,000
UP10	\$7,500
UP11	\$37,375
UP12	\$11,000
UP13	\$1,180
UP14	\$18,750
UP15	\$6,000
Water line tap fees	\$66,263
Sewer line tap fees	\$106,131
City and county permits for site package	\$25,000
Anchor bolts	\$20,000

For details, see Construction Manager's Guaranteed Maximum Price – 2: Sitework and Pre-Engineered Metal Building dated July 20, 2026.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Construction Manager's Guaranteed Maximum Price – 2: Sitework and Pre-Engineered Metal Building dated July 20, 2026.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Construction Manager's Guaranteed Maximum Price – 2: Sitework and Pre-Engineered Metal Building dated July 20, 2026.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

ARTICLE A.5 ELIMINATION OF HUB

The Owner and the Construction Manager acknowledge that N.C. Gen. Stat. §§ 143-128.2, 143-128.3, 143-128.4, and 143-131(b) were repealed and N.C. Gen. Stat. § 143-128.1 was rewritten by Session Law 2026-41 effective July 7, 2026. The Owner and the Construction Manager agree that in light of these changes and notwithstanding anything in any of the Contract Documents to the contrary, none of the following is required as part of this Agreement or this or subsequent phases of the Project: meeting any previously applicable goals for participation by minority businesses; good faith efforts to recruit minority participation; or outreach to minority business enterprises, woman business enterprises, or disadvantaged business enterprises. Any part or provision of any of the Contract Documents that conflicts with this Section is of no force or effect.

IN WITNESS WHEREOF, this Amendment to the Agreement is entered into by the Owner and the Construction Manager as of the day and year first written above.

OWNER *(Signature)*

Tasha Logan Ford,
City Manager

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer



City of High Point

Electrical Operation Center

Guaranteed Maximum Price - 2



July 20, 2026

metcon
BUILDINGS ■ INFRASTRUCTURE

2401 Whitehall Park Dr., Suite 650, Charlotte, NC 28273

TABLE OF CONTENTS

1. Executive Summary
2. GMP Summary & Hub Percentage
 - a. Exhibit H – Cost Elements
3. Allowances & Unit Price Log
4. Assumptions and Clarifications
5. Bid Tabulations

CORPORATE

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

FAYETTEVILLE

110 Anderson Street
Fayetteville, NC 28301
Phone: 910.849.4197

RALEIGH

3050 Hammond Business Place
Suite 121
Raleigh, NC 27603
Phone: 919.322.2220
Fax: 919.322.2222

CHARLOTTE/COLUMBIA

2401 Whitehall Park Drive
Suite 650
Charlotte, NC 28273
Phone: 980.209.9680
Fax: 980.209.9698

GREENSBORO

1612 E. Market Street
Suite 210
Greensboro, NC 27401
Phone: 336.671.2866

MYRTLE BEACH

981-C Hackler Street
Myrtle Beach, SC 29577
Phone: 843.839.8941

KINGS MOUNTAIN

305 East King Street
Kings Mountain, NC 28086
Phone: 704.750.3040

DRAFT



01. EXECUTIVE SUMMARY

City of High Point Electrical Utilities Department

C/o Tyler Berrier

816 E Green Dr,

High Point, NC 27260

RE: High Point Electrical Operation Center
GMPII Sitework & PreEngineered Metal Building

Dear Mr. Berrier,

Enclosed, you will find Metcon, Inc.'s (Metcon) Guaranteed Maximum Price (GMP) II – Sitework and Pre-Engineered Metal Building (PEMB) for the City of High Point Electrical Operation Center. To arrive at GMP II, we have contacted the best subcontractors in our network and advertised in the local newspaper. We received multiple bids for each bid package to achieve competitive pricing. This Executive Summary includes any clarifications related to GMP II Sitework and PEMB. Please see the attached list of documents.

- GMP Summary & Hub Percentage
- Unit Prices & Allowance Log
- Clarifications and Assumptions
- Bid Tabulations

In conclusion, the GMP II Sitework & PEMB is nine million seven hundred sixty-seven thousand three hundred eighty-six dollars, \$9,767,386

We look forward to a very successful project.

Sincerely,



Metcon Inc.

Russ Partin, Senior Vice President

CC: Daniel Patete, Metcon

Britt Butler, Metcon

Jay Patel, Metcon

DRAFT



02. GMP SUMMARY AND HUB PERCENTAGE



GMP TOTAL SUMMARY
 July 17, 2026
High Point Electrical Operation Center - GMP2
 City of High Point

BID PACKAGE	BID PACKAGE DESCRIPTION	Number of Bidders	APPARENT LOW BIDDER	CONTRACT AMOUNT	TOTAL \$ HUB	TOTAL % HUB
CM Reimbursible Allowances			Metcon	217,394.00	-	0.00%
BP0241 - DEMOLITION		6	A-1 Service Group	Included in GMP1	GMP1	11.36%
BP1330 - FABRICATED ENGINEERED STRUCTURES (MATERIAL AND ERECTIONS) (PEMB)		2	Jade Builders	1,457,777.00	-	0.00%
BP3100 - TURNKEY SITEWORK		5	L T Hedrick Construction Company	6,218,571.48	6,218,571.48	100.00%
	General Requirements GMP1 - See Exhibit H for Cost elements			Included in GMP1	GMP1	
	General Requirements GMP2 - See Exhibit H for Cost elements			144,650.00		
SUBTOTAL COST OF WORK				\$ 8,038,392	\$ 6,228,571	77.49%
1.50%	Subcontractor Trade Insurance / Sub P&P Bond			\$ 120,576		
0.00%	Escalation			\$ -		
Cost of Work Subtotal with Escalation				\$ 8,158,968		
0.25%	Technology Fee (Procore, GC Pays)			\$ 24,418		
0.00%	Preconstruction /Design Progress Contingency			\$ -		
3.00%	Design/Owner Contingency for Construction			\$ 244,769		
3.00%	CMAR Contingency			\$ 244,769		
1.25%	Metcon Performance & Payment Bonds			\$ 122,092		
0.25%	Metcon Builder's Risk Insurance			\$ 24,418		
1.04%	Metcon General Liability Insurance			\$ 101,581		
Cost of Work Subtotal with Contingency & Insurances				\$ 8,921,017		
5.00%	CMAR Fee			\$ 488,369		
1 LS	General Conditions (Lump Sum) - See Exhibit H for Cost elements			\$ 358,000		
GMP 2 Total Cost				\$ 9,767,386		

EXHIBIT H
COST ELEMENTS - High Point Electrical Operations Center

I. Construction Management						
Item	Fee	GC	GR	AE	Owner	Direct
Project Superintendent(s)		X				
Assistant Superintendent(s)		X				
Field Engineer		X				
Corporate Executives	X					
Principal in Charge	X					
Project Executive	X					
Legal Services (Internal or External)	X					
Project Manager		X				
Accounting	X					
Scheduling		X				
Life Cycle Analysis	X					
Purchasing	X					
Value Engineering	X					
Systems Development	X					
Estimating	X					
Cost Engineers	X					
Building Information Modeling Coordinator		X				
Project Coordinator	X					
Project Expeditor	X					
Drawing Checker	X					
Safety Officer		X				
EEO Officer	X					
MWSBE Coordinator	X					
Secretarial - Onsite		X				
Project Engineer		X				
Superintendents Transportation		X				
Offsite Staff Travel Cost	X					
Offsite Staff Transportation	X					
Onsite Project Manager Transportation		X				
Project Staff Moving Expense	X					
Project Staff Subsistence Cost	X					
Project Staff After Final Completion	X					
CM Staff for Post Construction Audit	X					
II. Safety, Security, and Services						
Item	Fee	GC	GR	AE	Owner	Direct
Safety & Security Equipment			X			
First Aid Supplies			X			
Handrails & Toe Boards			X			
Opening Protection			X			
Fire Extinguishers/Fire Watch			X			
Security Service		X				
Utility Locates			X			
Weekly Cleanup			X			
Final Cleanup						X
Temporary Fencing			X			
Dumpsters			X			

Soil Testing for Cranes			X			
Crane Pads/Roads			X			
Temporary Stone			X			
Covered Walkways			X			
Barricades			X			
Safety Nets			X			
Debris Hauling/Removal/Dumpsters			X			
Public Traffic Control			X			
Traffic Control (Pedestrian/Vehicle) Onsite			X			
Dust Control			X			
Communication Equipment		X				
Trash Chutes & Hoppers			X			
Snow & Ice Removal			X			

III. Facilities, Equipment, and Services

Item	Fee	GC	GR	AE	Owner	Direct
Office Trailer Rental/Furniture		X				
Onsite Computer Equipment		X				
Offsite Computer Equipment	X					
Video Camera For Site Remote Viewing (New Schools only)		X				
Tool/Utility Trailer Rental		X				
Water/Ice		X				
Food/Drink Expenses	X					
Temporary Lighting/Wiring						X
Power Expenses (Temporary & Permanent Facilities)		X				
Water Services/Usage		X				
Temporary Heat Expense						X
Temporary Toilets/Sewer Services		X				
Lunch Rooms/Worker Welfare		X				
Temporary Stairs			X			
Temporary Enclosures/Partitions			X			
Project Signs/Bulletin Boards		X				
Telephone Expense		X				
Temporary Roads/Maintenance			X			

IV. Reproduction & Printing

Item	Fee	GC	GR	AE	Owner	Direct
Cost Study Documents	X					
Systems Study Documents	X					
Bid Package Documents	X					
Bidding Instructions	X					
Construction Documents	X					
Postage & Express Cost	X					
Value Analysis Studies	X					

CONSTRUCTION PHASE

As-Built Documents (printing)		X				
Accounting Forms	X					
Field Reporting Forms	X					
Contract Agreements	X					
Schedule Report Forms	X					
Estimating Forms	X					

Cost Reporting Forms	X					
Presentation Charts & Graphics	X					
Data Processing (in-house)	X					
Reference Materials	X					
Duplication Expense (copier)		X				
Shop Drawing Printing		X				
Maintenance Manuals		X				
Operation Manuals		X				
Special Forms	X					
Postage & Delivery Expense		X				
V. Quality Control						
Item	Fee	GC	GR	AE	Owner	Direct
Special Inspection Consultants					X	
Special Testing Consultants					X	
Concrete Testing					X	
Masonry Testing					X	
Welding Inspections					X	
Soils Investigations					X	
Special Testing Services					X	
Field Office Supplies/Materials		X				
Project Photographs		X				
Warranty Inspection Coordination	X					
Air & Water Balancing						X
Operator Onsite Training						X
VI. Permits and Special Fees						
Item	Fee	GC	GR	AE	Owner	Direct
Storage Yard Rental						X
Parking Lot Rentals						X
Parking Fees						X
Curb & Gutter Permits						X
Sign Permits						X
Staking & Layout Fees/Costs						X
Survey Control and Benchmarks						X
Sidewalk Permits						X
Landscape Permits						X
Street/Curb Design Change						X
General Building Permit					X	
Trade Permits						X
Plan Check Fees						X
Water Connection Fee					X	
Sanitary Connection Fee					X	
Storm Connection Fee					X	
Gas Service Charge						X
Power Service Charge						X
Chiller Water Service Charge						X
Special Tap Fees						X
Contractor License	X					
Zoning Fees/Consultants					X	
Construction Equipment Licenses						X
Construction Equipment Permits						X

VII. Insurance and Bonds						
Item	Fee	GC	GR	AE	Owner	Direct
Builders Risk Insurance		X				
General Liability		X				
Completed Operations Liability		X				
Excess Liability Coverage		X				
Payment Bond		X				
Performance Bond		X				
Offsite Insurance	X					
Offsite Staff Taxes	X					
Subcontractor P&P Bonds						X
Subcontractor P&P Bonds (Sub Guard type)		X				
VIII. Other Cost						
Item	Fee	GC	GR	AE	Owner	Direct
Project Taxes						X
Construction Equipment						X
Construction Labor Cost						X
Construction Material Cost						X
Cost of Design & Engineering					X	
Preliminary Soils Investigation					X	
Owner Change contingency					X	
Moving Coordination					X	
Moving Cost					X	
Corrective Work						X
Cost of Emergency Work						X
CM General Overhead Cost	X					
CM Profit/Margin	X					
Cost Over GMP	X					

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03. ALLOWNACE & UNIT PRICE
LOG

GMP SCHEDULE OF ALLOWANCES & UNIT PRICES

July 17, 2026

High Point Electrical Operation Center - GMP2

City of High Point

ALLOW #	BID PACKAGE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ALLOWANCE AMOUNT
Allowance #1 UP1	BP0241- DEMOLITION	ABATEMENT	GMP 1			
	BP3100 - Turnkey Sitewrok	excavating and removal of unsuitable soil off-site	400	CY	\$ 40.00	\$ 16,000
UP2	BP3100 - Turnkey Sitewrok	excavating of unsuitable soils and waste on site	800	CY	\$ 12.00	\$ 9,600
UP3	BP3100 - Turnkey Sitewrok	replacement of suitable soil from on-site	800	CY	\$ 12.00	\$ 9,600
UP4	BP3100 - Turnkey Sitewrok	imported suitable soil	800	CY	\$ 30.00	\$ 24,000
UP5	BP3100 - Turnkey Sitewrok	trench undercut waste on-site and ABC stone replacement	200	CY	\$ 122.00	\$ 24,400
UP6	BP3100 - Turnkey Sitewrok	trench undercut export and ABC stone replacement	100	CY	\$ 150.00	\$ 15,000
UP7	BP3100 - Turnkey Sitewrok	rock removal and disposal on-site	200	CY	\$ 100.00	\$ 20,000
UP8	BP3100 - Turnkey Sitewrok	rock removal and disposal off-site	100	CY	\$ 150.00	\$ 15,000
UP9	BP3100 - Turnkey Sitewrok	trench rock removal and disposal on-site	100	CY	\$ 150.00	\$ 15,000
UP10	BP3100 - Turnkey Sitewrok	trench rock removal and disposal off-site	50	CY	\$ 150.00	\$ 7,500
UP11	BP3100 - Turnkey Sitewrok	Pelletized lime stabilization for soil on site	50	Ton	\$ 747.50	\$ 37,375
UP12	BP3100 - Turnkey Sitewrok	ABC stone	200	Ton	\$ 55.00	\$ 11,000
UP13	BP3100 - Turnkey Sitewrok	Geotextile Fabric	2,000	SQFT	\$ 0.59	\$ 1,180
UP14	BP3100 - Turnkey Sitewrok	Curb & gutter replacement	250	LF	\$ 75.00	\$ 18,750
UP15	BP3100 - Turnkey Sitewrok	Handle Spoils by other subcontractors	1,000	CY	\$ 6.00	\$ 6,000
Unit Prices and Allowances included in Subcontract Agreement						\$ 230,405
CMA #1	CM Allowances	Waterline Tap Fees	1	LS	\$ 66,263.00	\$ 66,263
CMA #2	CM Allowances	Sewerline Tap Fees	1	LS	\$ 106,131.00	\$ 106,131
CMA #3	CM Allowances	City and County Permits for Site Package	1	LS	\$ 25,000.00	\$ 25,000
CMA #4	CM Allowances	Anchor Bolts	1	LS	\$ 20,000.00	\$ 20,000
CM Allowances included in GMP						\$ 217,394

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04. CLARIFICATION & ASSUMPTIONS

City of High Point Electrical Operations Center
Clarifications and Assumptions
July 20, 2026

1. The Guaranteed Maximum Price (GMP) includes a three percent (3%) construction contingency to cover the cost of trade gaps and omissions. Please see the approved contract for any unused contingency.
2. We have also included a three percent (3%) Owner/Design Contingency to cover the cost of any design and owner omissions through the design process.
3. We have included an allowance for water line tap fees, sewer line tap fees, and City & County Permits; see the allowance log for the dollar amount.
4. We have included a list of unit price allowances with the sitework contract agreement; any future changed conditions will be added or deducted as a change order; see the allowance and unit log for the breakout.
5. GMP II included the demo of the existing building pad and asphalt along with earthwork, site utilities, and site pavement.
6. For the Truck Shed building, we have included only PEMB, Metal Roof, and associated accessories for the scope of work. We have not included the paint scope or enclosed building area under this GMP.
7. Owner to supply and install all underground site conduit for site lighting, motorized gates, backflow, etc.
8. The following items are **not included** in the GMP.
 - a. Material Testing

DATE OF BID EXPIRATIONS

Subcontractors are required to hold bids for 90 days from July 9th, 2026, for the Sitework bids, and from July 16th, 2026, for the PEMB.

SPECIFIC EXCLUSIONS:

This estimate explicitly excludes any force majeure requirements associated with the design elements.
(HVAC & Zoning enhancements, updated building code, lead time on specified materials, cost impacts, etc.)

Escalation Clause: Due to tariffs, geopolitical instability, or unforeseen public health emergencies, the price and availability of some building components and materials (including fuel) are volatile, and sudden price changes or delivery delays can occur. Construction Manager agrees to use best efforts to obtain the lowest possible prices for such items for use on the Project. If, despite Construction Manager's efforts, there is an increase in the price or delay in the delivery of building components or materials for this Project that arise after the execution of this Agreement directly resulting from tariffs, geopolitical instability, or unforeseen public health emergencies, the Owner/Contractors agree to an escalation allowance as agreed upon by the parties for the impact of such delays. Any such changes to the GMP or Contract Time will be memorialized in a Change Order. The Construction Manager shall not apply its fee markup to cost-escalation adjustments under this section. The existence and timing of such cost escalation must be fully documented by Construction Manager and shall be subject to the following conditions: (a) Construction Manager must provide written notice to the Owner of any anticipated cost escalation within ten (10) days of becoming aware of such escalation; (b) Construction Manager must submit detailed documentation, including supplier quotes or other

evidence reasonably acceptable to Owner, to substantiate the increased costs; (c) Owner shall have the right to verify the cost escalation through independent means and (d) Construction Manager shall undertake all reasonable efforts to mitigate the impact of cost escalations, including seeking alternative suppliers or materials where feasible.

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05. BID TABULATIONS



Bid Package **BP1330 - FABRICATED ENGINEERED STRUCTURES (MATERIAL AND ERECTIONS) (PEMB)**

Bid Date / Time: 7/16/2026 @ 2:00 PM

Project Name: High Point Electrical Operation Center - GMP2

Project Number: 2025061

Location: 205 Model Farm Road, High Point, NC 27263

Precon Mgr: Jay Patel

Constr Mgr: Britt Butler

Certification By: Jay Patel



Bids Received:	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9
Bidder Name	W.C. Construction	Jade Builders							
Base Bid Amount	Did not Read	\$ 1,457,777.00							
Alternate Bid Amount		\$ 1,457,777.00							
Bid Inclusion Items:									
Addenda Acknowledgement (Yes / No)	Yes	Yes							
Signed & Sealed Bid Form (Yes / No)	Yes	Yes							
MWBE Documents (Yes / No)	Yes	Yes							
Bid Bond Attached (Yes / No)	NO	Cashier's Check							
Unit Prices & Allowances									
Status:	Did Not Bid	Apparent Low	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid

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Bid Package **BP3100 - TURNKEY SITEWORK**
 Bid Date / Time: 7/9/2026 at 2:00 PM
 Project Name: High Point Electrical Operation Center - GMP2
 Project Number: 2025061
 Location: 205 Model Farm Road, High Point, NC 27263
 Precon Mgr: Jay Patel
 Constr Mgr: Britt Butler

Certification By: Jay Patel



Bids Received:	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9
Bidder Name	Cardinal Civil Contracting LLC	Faulconer Construction Company	L T Hedrick Construction Company	Pedulla Excavating & Paving	Triangle Grading and Paving	HEI Civil Carolina	Sitework LLC	Hennings Construction Company	Zoladz Construction Co
Base Bid Amount	\$ 6,618,898.23	\$ 7,465,777.00	\$ 6,218,571.48	\$ 7,146,610.00	\$ 6,390,937.00				
Alternate Bid Amount	\$ 6,618,898.23	\$ 7,465,777.00	\$ 6,218,571.48	\$ 7,146,610.00	\$ 6,390,937.00				
Bid Inclusion Items:									
Addenda Acknowledgement (Yes / No)	Yes	Yes	Yes	Yes	Yes	Yes			
Signed & Sealed Bid Form (Yes / No)	Yes	Yes	Yes	Yes	Yes	Yes			
MWBE Documents (Yes / No)	Yes	Yes	Yes	Yes	Yes	Yes			
Bid Bond Attached (Yes / No)	Yes	Yes	Yes	Yes	Yes	Yes			
Status:			Apparent Low			Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid

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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Task Order with S&ME, INC.

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
July 30, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Proposal

PURPOSE: To approve a task order for Construction Materials Testing and Special Inspections services, with S&ME, at 205 Model Farm Road, the future site of the Electric Operations Center.

BACKGROUND: The City's existing electrical operations facilities are no longer adequate to support current and future operational needs. The department has experienced continued growth in personnel, equipment, and service demands, while the existing facilities face limitations related to space, functionality, safety, and operational efficiency. A new Electrical Operations Center and Back-up 911 Center is needed to provide centralized office and field operations space that will improve coordination, enhance emergency response capabilities, and support reliable utility service delivery to the community.

This project will require the following special inspections, which will be performed by this on-call engineering services vendor: soils, concrete construction, masonry construction, fabricated items, structural steel, cold-formed steel deck, open-web steel joists and girders, and seismic resistance.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Task Order with S&ME, INC. in the amount of \$153,300 for construction materials testing and special inspections services for 205 Model Farm Road, the future site of the Electric Operations Center and authorize the appropriate City Official(s) to execute all necessary documents.



July 20, 2026

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

Attention: Mr. Tyler Berrier, Electric Utility Director

Reference: **Proposal for Construction Materials Testing and Special Inspection Services**
City of High Point Electric Utility Operations Facility
205 Model Farm Road
High Point, North Carolina 27265
S&ME Proposal No. 00001423

Dear Mr. Berrier:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide construction materials testing (CMT) and Special Inspection (SI) services for the above referenced project. This proposal describes our understanding of the project, presents the scope of our services, and provides our unit rate fee schedule and fee estimate for this project. S&ME's services will be performed in general accordance with the Master Agreement of Professional Services between City of High Point and S&ME, Inc. dated November 1, 2022.

◆ Project Information

Project information has been developed from the following;

- Email from Tyler Berrier (City of High Point) to Stephen Lacz, P.E. (S&ME) on June 23, 2026 requesting a proposal for testing services.
- Emails from Tyler Berrier to Mohamed Ibrahim, P.E. (S&ME) on June 25, 2026. An email included a link to the project documents. The following project documents were downloaded and reviewed during preparation of this proposal:
 - ◆ Civil drawings prepared by Glover Engineering, PLLC dated April 2026.
 - ◆ Structural plans prepared by SKA Consulting Engineers, Inc. dated June 08, 2026.
 - ◆ Pre-Construction preliminary schedule dated December 17, 2025 includes the construction duration for the site work only (Demo, Erosion control, and grading).
- Email from Tyler Berrier to Mohamed Ibrahim, P.E. on July 9, 2026, clarifying the Construction Materials Testing and Special Inspections scope of services for the project.
- Email from Tyler Berrier to Mohamed Ibrahim, P.E. on July 14, 2026, providing the Statement of Special Inspections.
- Review of S&ME's Report of Preliminary Subsurface Exploration dated February 20, 2026.



The project site is located at 205 Model Farm Road in High Point, NC. It is our understanding that the project will consist of the demolition of the existing building, associated underground utilities, and the existing parking & driveway areas. Upon completion of the demolition activities, a new 52,612 square-foot building and 49,200 square-foot truck shed will be constructed, along with the installation of associated underground utilities, asphalt paving, and concrete pavement.

We understand that the new main building will be supported on shallow foundations, with concrete slab-on-grade, structural steel framing, and masonry walls. The truck shed will consist of a pre-engineered metal building supported on shallow foundation, with a concrete slab-on-grade, and masonry walls.

Based on the provided grading plan, S&ME anticipates that new cut depths and new fill heights will not exceed 5 feet.

◆ Scope of Services

Review of the available project documents and Statement of Special Inspections indicates the following building systems require Special Inspections:

- Soils
- Concrete Construction
- Masonry Construction
- Fabricated Items (In-Shop)
- Structural Steel
- Cold-Formed Steel Deck
- Open-Web Steel Joist and Joist Girders
- Seismic Resistance (Main Building only)

Based on our understanding of the project information, we propose to provide CMT and SI services to include the following:

1.0 Soils

1.1 Excavation and Fill Evaluations and Testing

- **Subgrade Evaluations:** Evaluate the soils in the locations outlined below to determine if unsuitable materials (such as debris, saturated soils, or otherwise unstable or unsuitable materials) have been removed and to determine if the site has been prepared in accordance with the plans and specifications for the project.
 - After building demolition, pavement demolition and topsoil and pavement materials have been stripped, and prior to proceeding with new fill or ABC stone placement in proposed building, pavement, and other structural areas.
 - Prior to placement of the new foundations, concrete, and/or utilities.

The evaluations may consist of proofrolling observations to help identify areas which pump, rut, or deflect under passage of construction equipment, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing.



- **Undercutting Observations:** When necessary, observe undercutting operations, evaluate whether stable soil conditions are reached, and measure the approximate length, width, and depth of undercut areas using a tape measure.

If more accurate measurements are required, we recommend that a surveyor be contracted directly by the contractor or owner.

- **Fill/Backfill Placement Observations:** Observe material types (use of specified materials), lift thicknesses, compaction, extent, and slope of controlled fill for fill placed to support structural elements and pavement areas.
- **Compaction Testing:** Randomly perform in-place tests to measure the compaction of the fill/backfill placed during construction. Testing will be performed in general accordance with applicable ASTM standards as outlined in the project construction specifications.
- **Laboratory Testing:** Perform laboratory testing on representative samples of fill materials, as needed, to determine general conformance with the project specifications. Testing will be performed in general accordance with the applicable ASTM standards and may include, but not be limited to, grain size analysis, Atterberg Limits, and laboratory Proctor.

1.2 Shallow Foundations

- **Foundation Bearing Material Evaluations:** After excavation of the foundation areas to the planned depths and dimensions, our representatives can probe the excavations with a small-diameter rod to help identify soft or loose soil areas. We can advance hand-augured borings and conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative shear strength and stiffness of the soils at the tested locations and depths.

The results of the observations, probing, and DCP testing will be used to evaluate general conformance of the near-surface foundation soil bearing conditions to the design bearing pressure (2,000 psf per the Project Documents).

- **Excavation Dimensions:** Observe excavation dimensions to evaluate general conformity with approved project documents.

2.0 Reinforced Concrete Sampling, Testing, and Observations

- **Member Sizes / Formwork:** Measure dimensions of concrete members being formed to evaluate general conformance with approved project documents.
- **Reinforcing Steel and Anchor Bolt:** Observe reinforcing steel placement (general layout, number, spacing, size, grade markings, support, cleanliness, lap splices, and cover) and anchor bolts (length, diameter, number, and general layout) prior to concrete placement for foundations and the building slab to evaluate general conformance with plan details.



- **Concrete Mix Designs:** Review copies of approved mix designs, review concrete batch tickets, and determine whether approved mixes have been supplied. Evaluate whether addition of water at the jobsite exceeds the amount indicated on the batch tickets. We note that this is dependent on the information provided by the batch plant on the tickets (holdback water, etc.) as well as information provided by the truck driver regarding how much water was added.
- **Sampling and Testing of Concrete:** Sample fresh concrete, perform slump, air content, unit weight, and temperature tests, and prepare concrete compressive strength specimens in general accordance with the applicable ASTM Standards as outlined in the project construction specification.
- **Concrete Placement Observations:** Observe concrete conveyance and consolidation techniques. Evaluate batch-to-placement time for general conformance with specifications. Document segregation or contamination observed during placement.
- **Curing:** Observe the contractor's curing measures and protection during hot and cold weather (as defined in ACI 305 and 306), when applicable. S&ME does not propose to provide the equipment and facilities for initial curing of concrete cylinders at the project site in accordance with ASTM C31. Specifically, S&ME does not propose to monitor air temperature around the cylinders during initial curing at the site and S&ME does not propose to provide a curing box to maintain a specified air temperature range.
- **Post-Installed Mechanical or Adhesive Anchors:** Observe installation of post-installed anchors to evaluate general conformance with approved submittals, other project documents, and/or manufacturer's installation instructions, with regards to anchor type, anchor dimensions, hole dimensions (diameter and length), and hole cleaning procedures. Where epoxy anchors are used, observe epoxy placement and anchor or rebar installation.
- **Laboratory Testing:** Perform laboratory testing on samples of concrete materials, as needed, to determine general conformance with the project specifications. Testing will be performed in general accordance with the applicable ASTM standards and is expected to include compressive strength testing of cylindrical concrete specimens.

3.0 Structural Masonry Observations and Testing (CMU)

- **Submittal Review:** Review of submittals for conformance to approved project specifications, including grout and mortar mix designs, material certificates and hot / cold weather construction procedures.
- **Sampling and Testing of Materials:** Obtain and/or prepare samples of masonry related construction materials to be used for verification of material properties outlined in the project construction specifications. Testing is anticipated to be limited to compressive strength of grout.
- **Reinforcing Steel and Anchor Bolts:** Observe reinforcing steel placement (general layout, number, spacing, size, grade markings, support, cleanliness, lap splices, and cover) and anchor bolts (length,



diameter, number, and general layout) prior to concrete placement for the foundation and wall to evaluate general conformance with plan details.

- **Periodic Construction Monitoring:** Periodically observe masonry construction practices for conformance to the project construction specifications, including placement of masonry units, mortar joint construction, cell cleanliness prior to grouting and grout placement and consolidation.

Periodic monitoring will also including observation of onsite grout and mortar preparation, as well as documentation of ready mixed grout delivered to the project site for conformance to approved project documents.

4.0 Structural Steel, Stainless Steel, and Aluminum

Our services during steel construction activities will consist of the following, as needed:

- **Material Certifications:** Periodically review provided copies of Certified Mill Test Reports (MTRs) for structural steel, joists, and decking, and material certifications for nuts, bolts, washers, and welding consumables (electrodes), provided by the contractor or fabricator.
- **Fabricator Qualifications:** Review provided copies of certificates of compliance from steel fabricator.
- **Steel Frame Joint Details:** Observe steel frame joint details for general conformance with approved construction documents (items such as joint fit-up prior to welding, bracing, member locations, and application of joint details as specified).
- **Shear Connectors:** Observe shear connector welds, perform a count, and evaluate layout of the shear connectors.

4.1 Structural Steel and High Strength Bolting

- **Snug-Tightened Connections: Installation Observations:** Visually evaluate snug-tightened bolted connections after the connections have been completed. Observe bolt identification markings (including bolt type and length) and use of washers to determine general conformance with specifications.

4.2 Welding of Structural Steel

- **Welder Certifications and Procedures:** Review provided copies of welder certifications and erector's approved welding procedure specifications (WPS), to evaluate general conformance with project requirements.
- **Control and Handling of Welding Consumables:** Observe storage and use of weld electrodes on a periodic basis.



- **Visual Weld Observations:** Visually observe completed field-welded connections for size, length, and quality of welds, for general conformance with the structural drawings and the visual acceptance requirements of AWS D1.1.

If field welds greater than 5/16-inch, complete or partial penetration groove welds (PJP or CJP), or multi-pass fillet welds are used, perform continuous observation during welding to evaluate joint fit-up, pre-heating, and surface preparation between passes.

5.0 Site Pavement Observations and Testing

Our services to support construction of new site paving after the compacted subgrade has been prepared is expected to consist of:

- **Heavy-Duty Asphalt:** During asphalt paving, our personnel can be on site on a part time basis to observe the placement of asphalt, generally observe roller patterns (set by the contractors QC). We understand that the contractor's quality control will be present and that S&ME will be observing the QC run tests and obtain core samples. If S&ME is asked to perform quality assurance sampling, cores will be obtained and subjected to thickness and specific gravity testing in our laboratory. To obtain a percent compaction for each core, our specific gravity test results will be compared to the asphalts supplier's maximum theoretical specific gravity test results for that day's paving (or moving average if applicable).
- **Heavy Duty Concrete:** Provide concrete observation and testing as outlined in Section 2.0 of this Proposal.
- **Aggregate Base Course:** Randomly perform in-place density tests to measure the compaction of aggregate base course (ABC) material placed during construction. Testing will be performed in general accordance with applicable ASTM standards as outlined in the project construction specifications.

6.0 Project Management and Administration

- **Daily Reports and Test Reports:** S&ME will summarize our activities, observations, and test results for each site visit on a Daily Report. Laboratory test reports (e.g., compressive strength tests) will be summarized on separate reports. We will utilize a digital reporting platform which has been specifically tailored to meet S&ME's needs for online reporting. Once reviewed by the S&ME Project Management Team, the reports will be transmitted to the design and construction team members in electronic (PDF) format via e-mail. We will identify non-conforming items in the report and bring them to the attention of the contractor, owner, and design team.
- **Discrepancy Reporting:** In the event non-conforming items subject to the Project's Special Inspection program occur, S&ME will prepare a Discrepancy Report documenting, at a minimum:
 - ◆ A description of location impacted.
 - ◆ Reference to the applicable detail(s) of the approved project documents.



- ◆ Name and title of each individual notified and method of notification.
- ◆ Any resolution or corrective action take.
- **Final Report:** A Final Report of Special Inspections is required by the local building official prior to issuing a Certificate of Occupancy. We will prepare this report for the work performed within our scope of services. Please note that we are required to include in this letter all unresolved discrepancies and deviations from the Statement of Special Inspections submitted with the building permit application. Such issues can cause problems and/or delays with the issuance of a Certificate of Occupancy; thus, it is in everyone's best interest to resolve discrepancies and deviations as they arise, not at the end of the project. Please notify us well in advance of needing the Final Report. We require a minimum of five business days' notice to properly review our records and issue this Final Report. The Final Report will be prepared and sealed by a Professional Engineer licensed in North Carolina and issued to the Client. Transmittal of this Final Report to any other parties is the responsibility of the owner/client.

◆ Excluded Services

Without attempting to be a complete list of all services or potential services which will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal:

1. Building Inspections, as defined by IBC Chapter 1.
2. Structural observations, as defined by IBC Chapter 2 and Section 1704.6. Structural observations are made by a *registered design professional*, and S&ME is not serving in that capacity for this project.
3. Special Inspections not specified in the above Scope of Services.
4. Special Inspections for Wind Resistance.
5. Erosion control inspections.
6. Certification of stormwater structures or controls.
7. Dewatering evaluations.
8. Roofing and waterproofing evaluations (i.e., evaluation of roof membranes, etc.).
9. Concrete sampling and testing for non-structural items, sitework or hardscape areas (e.g., curbs, light pole bases, etc.).
10. Concrete batch plant inspections or batching observations.
11. Fireproofing.
12. Inspection of formwork (other than for member sizes).
13. Destructive testing (e.g., coring) of concrete and asphalt.
14. Floor flatness testing of surfaces.
15. Certification of density testing results for periodic testing. Please be aware that density testing performed on a "part-time" or periodic basis will represent the compaction and moisture at the tested depths and locations only at the time our testing is performed.
16. Seismic resistance for MEP.
17. Design, analyses, evaluation, and testing services for any site retaining walls.
18. Design, analyses, evaluation, and testing services for any site stormwater structures.
19. Exterior Insulation and Finish System (EIFS)
20. Any aspect of site safety other than safety of S&ME employees.
21. Approving of any submittals for use on the project.



**Proposal for Construction Materials Testing and Special Inspection Services
City of High Point Electric Utility Operations Facility**

High Point, North Carolina 27265

S&ME Proposal No. 00001423

22. Appendix G design professional inspection.

If you need S&ME to provide or subcontract any of the above excluded services, please contact us to discuss them. We can modify this proposal, or provide a proposal for additional services, as needed.

◆ Client Responsibilities and Proposal Use

In order for S&ME to properly provide our services, we request that our Client or their designated representative be responsible for the following items:

- **Municipal Inspections:** S&ME's services should not be construed as a replacement for inspections by the Authority Having Jurisdiction (e.g., city or county building inspector). The Client is responsible for complying with the local jurisdiction's requirements for building inspections.
- **Plans and Specifications:** Please provide S&ME with a complete set of current project plans and specifications prior to the performance of our services for this project (including, but not limited to wood rection and racking drawings) we also request to be copied on distribution of revised plan sheets/specifications, Requests for Information (RFIs), Architect's Supplemental Instructions (ASIs), Bulletin Drawings, or other items relevant to our scope of work throughout the duration of this project, from the design team, contractor, or other party responsible for distribution of these items. We note that the performance of our services, and any provided disposition towards conformance or non-conformance, is dependent upon having the latest drawings, RFIs, etc. available at the time of our services.
- **Pre-Construction Meeting:** ***We strongly recommend that you require the general contractor and other members of the design and construction team involved in the Special Inspection program to attend a meeting at the project site before work begins.*** This is to discuss the Special Inspection requirements, report distribution, discrepancy resolution, and other issues/procedures. Special Inspections generally require a much more coordinated effort between the inspector, contractor and design team than conventional testing services, and these meetings will help foster these efforts. ***We also strongly recommend separate meetings prior to soils, concrete, masonry, and steel construction involving those subcontractors.***
- **Initial Curing for Concrete Specimens:** ASTM C-31 requires initial curing for concrete specimens to be between 60° and 80° Fahrenheit and in a location out of direct sunlight and away from radiant heat sources. **Please provide or instruct the general contractor or concrete subcontractor to provide, the initial curing environment, as necessary.**
- **Report Distribution:** Please provide S&ME with the names and contact information of individuals to include for report distribution.
- **Scheduling:** Please provide the general contractor with a copy of our scope of services and scheduling requirements so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.



This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to the above-referenced project and Client. No other use is authorized by S&ME.

◆ Assumptions

The following assumptions have been made during the preparation of this proposal and *Fee Estimate*:

1. Typical work hours will be up to five days per week (Monday through Friday), 8 hours per day.
2. The contractor will provide safe access (ladders, scissor lifts, properly constructed scaffolds, etc.) and any necessary shoring, bracing, and/or safe excavations, in accordance with OSHA standards, for S&ME personnel to perform the services outlined in this proposal.
3. Initial curing for concrete specimens will be provided by the contractor.
4. Structural steel fabricator will be an American Institute of Steel Construction (AISC) certified fabricator.

◆ Scheduling

Depending upon the level of construction activity and project requirements our services will be required on a part-time/on-call, periodic, or continuous basis for the services outlined above. Scheduling should be made through the S&ME office (336-937-3647) or directly with the project manager assigned to this project between 8 am and 4 pm, Monday through Friday. We will then assign the appropriate, qualified personnel to perform the requested work at the date and time requested by your representative. ***We note that failure to schedule inspections with proper notice is considered a discrepancy.***

We request the following notification be provided for our services:

- For our initial, part-time/on-call, periodic, or continuous services – minimum 24 hours prior to our services being needed.
- For work during off-hours (between 8 pm and 5 am Monday – Friday), Saturday and Sunday, and/or on holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day – minimum 72 hours prior to our services being needed.
- We will attempt to accommodate late scheduling (including day of services being needed); however, we cannot guarantee the request(s).

Special inspections in no way relieves any participant from the proper performance of work according to the contracts, plans, specification and applicable building and safety codes. Therefore, adequate scheduling by the contractor(s) will be required to satisfy the Special Inspection requirements prior to continuation or concealment of the work product. S&ME cannot accept responsibility for any damages caused by construction delays that are related to inadequate notice, improper scheduling, or for work performed by the Contractor without our presence.



◆ Part-Time vs. Periodic vs. Continuous Services

S&ME is proposing part-time (on-call), periodic, and continuous services for this project. We generally define these terms for this proposal as follows:

- Part-time services indicate those services performed on an "on call" basis only. Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Performing services on a part-time basis creates risks for the owner and contractor as the number of tests performed is substantially reduced thereby reducing the available information. Further, since our presence is limited to part-time testing, we will be unable to correlate the number and frequency of tests to general conformance with the construction documents. S&ME cannot accept responsibility for tests which are not performed or not performed at the specified frequency if and when our services are not properly scheduled. The contractor remains ultimately responsible for performing the work in accordance with the construction documents.
- Periodic services are those that will continue to happen over and over or recurring at regular intervals (intermittently throughout). The IBC defines periodic services as those services performed by an inspector who is intermittently present where the work to be observed has been or is being performed.

The frequency of periodic inspections (often defined by the registered design professional) should be sufficient enough to evaluate general conformance of the construction. Typically, periodic services are related to items such as rebar placement, wood connections, and review of submittals. Unless otherwise specified in project documents, periodic services are performed each time a work item is completed and prior to concealment.

- Continuous services are those services performed during the entire process of the work being observed. Typically, these services are related to observations during fill placement, concrete placement, some masonry construction, or evaluations of some types of welding.

S&ME will not have a representative on-site on a full-time basis for any of the services proposed and therefore we will rely on your designated project contact to let us know when an item requiring testing or evaluation is upcoming (whether part-time, periodic, or continuous), as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

◆ Compensation

Billing for this project will be on a unit rate basis in accordance with the rates shown on the attached *Fee Schedule*. For budgetary purposes, and based on the project information provided to us, our assumptions discussed in this proposal, and our experience with similar projects, we recommend a budget allowance of **\$153,300.00** as outlined on the attached *Fee Estimate*.

With each invoice, we can update you with services provided for that invoice, as well as the total fees to date, if requested. If you have specific invoicing requirements, please indicate these requirements to us prior to the first invoice being submitted.



Proposal for Construction Materials Testing and Special Inspection Services
City of High Point Electric Utility Operations Facility
High Point, North Carolina 27265
S&ME Proposal No. 00001423

Our *Fee Estimate* is approximate and is significantly influenced by the contractor's schedule (which has been provided for site work only (Demo, Erosion control, and grading)), means and methods, sequencing of work, weather, and/or scheduling of our services.

Our fees for the project will also be affected by any retesting required as a result of non-compliant items, standby time resulting from the contractor not being ready at the time scheduled, testing not outlined in this proposal (including those from design changes, RFIs, etc.), additional testing required as a result of submittals different than contract drawings, or if we are requested/required to be on site more manhours than assumed in this proposal. The cost for reinspection, retesting, and/or standby time is typically the responsibility of the contractor; however, we will invoice our client for these services.

We will work with the contractor to schedule our services as efficiently as practical. Depending on sequencing and scheduling of work, some of the services may be able to be performed during the same site visit, thus reducing the overall number of hours required.

◆ **Authorization**

S&ME's services will be performed in general accordance with the Master Agreement for Professional Services between City of High Point and S&ME, Inc. dated November 1, 2022. We understand City of High Point will authorize these services by issuing a Purchase Order.

◆ **Closure**

S&ME appreciates the opportunity to propose our services to you. If you have any questions after reviewing this proposal, please contact us at (336) 288-7180 or via email.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink, appearing to read 'Mohamed Ibrahim'.

Mohamed Ibrahim, PE
Senior Engineer / Project Manager

A handwritten signature in black ink, appearing to read 'Kasey J. McWhorter'.

Kasey McWhorter, PE
Office Principal / Vice President

Attachments: Proposal Limitations and Definitions
Fee Schedule
Fee Estimate

Attachments



◆ PROPOSAL LIMITATIONS & DEFINITIONS

The following limitations and definitions apply to the services outlined in this proposal.

- **Special Inspection** - Detailed inspections of materials, installation, fabrication, erection, or placement of components and connections requiring special expertise as identified in the project documents.
- **Inspection** - To make observations and perform tests for the purpose of determining general conformance with the project design drawings, specifications, direction provided by the designers, and industry standards referenced in the drawings and specifications. Use of the word "inspect" or "inspection" does not imply the authority to accept or reject the work.
- **Chapter 1 Inspection** - Detailed inspections of materials, installation, or placement of components and connections that are typically performed by a municipal building official on commercial projects and outlined in the IBC, Chapter 1.
- **Periodic Special Inspection** - Special Inspection by the *special inspector* who is intermittently present where the work to be inspected has been or is being performed but prior to the work or components being permanently covered up by other work, as scheduled by the Contractor. The frequency of periodic inspections, as defined in the proposal and for this project and unless otherwise indicated, means each work item, unless noted otherwise in the applicable scope sections.
- **Continuous Special Inspection** - Special Inspection by the *special inspector* who is present when and where the work to be inspected is being performed at times requested by the Contractor. A single inspector may observe the work of multiple workmen provided that the inspector can move freely from one site to another on a regular and timely basis during the work day.
- **Periodic vs. Continuous** - S&ME has proposed to offer both periodic and continuous Special Inspection services for the project. Special Inspections have inherent limitations regardless of whether periodic or continuous inspections are performed. S&ME would like to clearly state that despite the thoroughness of any Special Inspections program, non-compliant conditions may potentially remain undetected. As a result of this inherent limitation, the Special Inspection services offered by S&ME do not serve as a warranty or guarantee that all non-compliant conditions will be detected and corrected.
- **Contractor Responsibility** - The Contractor must remain responsible for the work complying with the project plans and specifications. Special Inspection services do not relieve the Contractor of this compliance responsibility. S&ME is not responsible for the Contractor's means and methods, direction of their staff, schedule, or adequacy of the Contractor's temporary construction.
- **Approved Plans** - S&ME will not be responsible for maintaining the latest, most recent revision of each project drawing. The Contractor is responsible for providing the Special Inspector and his Agents access to approved plans [2015 IBC 107.3.1].
- **Reported Locations** - All reported locations and elevations associated with S&ME's work should be considered approximate. The locations referenced in S&ME documentation such as reports and tests will be relative to the location of construction reference points established in the field by others. Elevations referenced in reports and tests will be relative to elevations established by others.
- **Construction Layout** - S&ME is not responsible for the accuracy of construction layout.
- **Acceptance/Rejection of the work** - S&ME does not have and will not accept responsibility for accepting or rejecting the work.
- **Safety** - S&ME will maintain a safety program for its employees. S&ME specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by S&ME.
- **Discrepancy** - A deviation of material, installation, fabrication, erection, or placement of components and connections from the project design drawings, specifications, direction provided by the designers, industry standards referenced in the drawings and specifications. A deviation identified and corrected the same shift under the observation of the same special inspector's agent that identified the deviation will not be logged as a discrepancy (unless identified as a "Complex Discrepancy"), and will not be recorded on the Discrepancy Log. Each logged Discrepancy will be given a unique, chronological identification number and entered on the Discrepancy Log.
- **Simple Discrepancy** - A discrepancy that can be remedied by repair or replacement in accordance with contract documents.
- **Complex Discrepancy** - A discrepancy that cannot be remedied by repair or replacement in accordance with contract documents and must be modified per a recommendation from the Engineer of Record.
- **Discrepancy Notice & Resolution Log** - A Discrepancy Notice & Resolution Log (Log) will be maintained to assign a unique identification number to each discrepancy identified. The Log will also record the date the discrepancy is identified, if a response from the Engineer of Record is required, if a response from the Engineer of Record is received, and the date the discrepancy is resolved.

Attachment I– Fee Schedule



Fee Schedule
Construction Materials Testing & Special Inspections
S&ME, Inc. - Greensboro, North Carolina
S&ME Proposal No. 00001423

TECHNICIAN SERVICES	Unit Rate
1 Engineering Technician (T1), per hour*	\$60.00
2 Engineering Technician (T2), per hour*	\$70.00
3 Senior Engineering Technician (T3), per hour*	\$80.00
4 Senior Engineering Technician (T4 and higher), per hour*	\$90.00
5 NDE Technician 1, per hour (MT1)*	\$100.00
6 NDE Technician 2, per hour (MT2)*	\$110.00
7 NDE Technician 3, per hour (MT3)*	\$120.00
8 Ultrasonic Testing Equipment, per hour	\$25.00
9 Enviromental Technician (T4), per hour	\$90.00
10 Industrial Hygiene Technician (t4), per day	\$700.00

PROFESSIONAL SERVICES	Unit Rate
1 Staff Professional (P1), per hour*	\$120.00
2 Project Professional (P2), per hour*	\$135.00
3 Project Professional (P3), per hour	\$160.00
4 Senior Professional/Project Manager (P4), per hour	\$180.00
5 Senior Consultant/Principal (P5), per hour	\$205.00
6 Senior Consultant/Principal (P6), per hour	\$235.00
7 Technical Principal (P7), per hour	\$280.00
8 CAD Operator (C3), per hour	\$105.00
9 Project Administrator, per hour*	\$80.00
10 Mileage, per mile	\$0.85
11 Trip Charge, per trip	\$65.00
12 Subcontract, travel, and other project direct expenses	Cost + 15%

LABORATORY SERVICES	Unit Rate
1 Compressive Strength of 4x8 concrete cylinder, each (handling/report charge of \$30/set for contractor made samples)	\$25.00
2 Flexural Strength of Concrete Beam (ASTM C78)	\$65.00
3 Compressive Strength of 2" cube samples, per each	\$25.00
4 Compressive Strength of Grout Prisms (ASTM C1019), each	\$50.00
5 Compressive Strength of Masonry Prism, grouted (ASTM C1314), each	\$275.00
6 Compressive Strength of Masonry Units (ASTM C140), each	\$150.00
7 Natural Moisture Content, each	\$20.00
8 Atterberg Limits, each	\$100.00
9 Grain Size (Wash 200 Sieve), each	\$100.00
10 Grain Size (with Hydrometer), each	\$150.00
11 Specific Gravity, each	\$125.00
12 Standard Proctor Compaction, each	\$200.00
13 Modified Proctor Compaction, each	\$260.00
14 Direct Shear Testing, each	\$710.00
15 ABC Stone Modified Proctor, each	\$400.00
16 ABC Stone Gradation, each	\$200.00
17 Compressive Strength Testing of concrete core samples, each	\$105.00
18 Specific Gravity/Density of Asphalt Cores, each	\$50.00
19 Cementitious Fireproofing Adhesion/Cohesion Test, each	\$32.50

All rates are portal to portal from our Greensboro Office.

*Overtime is 1.5 x Regular Rate for hours outside normal business hours of 8am – 5pm, time over 8 hrs/day, Saturdays, Sundays, and Holidays

**Does not include labor. Labor will be applied at the appropriate unit rate.

Attachment II– Fee Estimate



Fee Estimate
Construction Materials Testing & Special Inspections
City of High Point Electric Operations Facility
High Point, North Carolina
S&ME Proposal No. 00001423

1 Soil Observations and Testing					
	Trips	Qty	UOM	Rate	Cost
A Engineering Technician (T2) - Earthwork (Grading)	20	8	hours	\$70.00	\$11,200.00
B Engineering Technician (T2) - Earthwork (Utility Backfill)	15	8	hours	\$70.00	\$8,400.00
C Engineering Technician (T2) - Wet Pond Dam Embankment	7	8	hours	\$70.00	\$3,920.00
D Project Professional (P3) - Proofrolls	6	3	hours	\$160.00	\$2,880.00
E Standard Proctor	X	4	each	\$200.00	\$800.00
F Atterberg Limits	X	4	each	\$100.00	\$400.00
G Grain Size (Wash 200 Sieve)	X	4	each	\$100.00	\$400.00
H Moisture Content	X	4	each	\$20.00	\$80.00
I Trip Charge, per trip	48	X	each	\$65.00	\$3,120.00
Subtotal:					\$31,200.00
2 Foundation Evaluations					
	Trips	Qty	UOM	Rate	Cost
A Staff Professional (P2)	8	5	hours	\$135.00	\$5,400.00
B Engineering Technician (T2)	8	5	hours	\$70.00	\$2,800.00
C Trip Charge, per trip	16	X	each	\$65.00	\$1,040.00
Subtotal:					\$9,240.00
3 Reinforced Concrete Sampling and Testing					
	Trips	Qty	UOM	Rate	Cost
A Senior Engineering Technician (T3) - Foundation Concrete	17	4	hours	\$80.00	\$5,440.00
B Senior Engineering Technician (T3) - Slab-on-grade Concrete	7	7	hours	\$80.00	\$3,920.00
C Senior Engineering Technician (T3) - Exterior Concrete Pavements	10	6	hours	\$80.00	\$4,800.00
D Project Professional (P3), Reinforcing Steel Observations	16	3	hours	\$160.00	\$7,680.00
E Cylinder Pickups, Engineering Technician (T1)	34	2	hours	\$60.00	\$4,080.00
F Compressive Strength of Cylinders (4X8)	X	50	5 cyl/set	\$25.00	\$6,250.00
G Compressive Strength of Cylinders (6X12)	X	40	5 cyl/set	\$25.00	\$5,000.00
H Trip Charge, per trip	84	X	each	\$65.00	\$5,460.00
Subtotal:					\$42,630.00
4 Masonry Observations					
	Trips	Qty	UOM	Rate	Cost
A Senior Engineering Technician (T3)	25	4	hours	\$80.00	\$8,000.00
B Compressive Strength of Grout Prisms (ASTM C1019)	X	20	4 prism/set	\$50.00	\$4,000.00
C Compressive Strength (F'M) of Masonry Units	X	24	each	\$150.00	\$3,600.00
D Delivering of Masonry Units to S&ME Raleigh Office	8	4	hours	\$80.00	\$2,560.00
E Mileage (Round trip to S&ME Raleigh office)	8	200	miles/trip	\$0.85	\$1,360.00
F Trip Charge, per trip	25	X	each	\$65.00	\$1,625.00
Subtotal:					\$21,145.00
5 Structural Steel					
	Trips	Qty	UOM	Rate	Cost
A NDE Technician (MT3)	15	8	hours	\$120.00	\$14,400.00
B Ultrasonic Testing Equipment	7	8	hours	\$25.00	\$1,400.00
C Mileage (35 miles round trip)	15	35	miles/trip	\$0.85	\$446.25
Subtotal:					\$16,246.25
6 Asphalt Pavements					
	Trips	Qty	UOM	Rate	Cost
A Senior Engineering Technician (T3) - ABC Stone Testing	6	4	hours	\$80.00	\$1,920.00
B Senior Engineering Technician (T3) - Asphalt Observations	4	8	hours	\$80.00	\$2,560.00
C Specific Gravity/Density of Asphalt Binder Cores, each	X	3	each	\$50.00	\$150.00
D Trip Charge, per trip	10	X	each	\$65.00	\$650.00
Subtotal:					\$5,280.00
7 Project Management and Administration					
	Qty	UOM	Rate	Cost	
A Project Manager (P4)	103	hours	\$180.00	\$18,540.00	
B Principal Engineer (P5)	20	hours	\$205.00	\$4,100.00	
C Project Administrator	57	hours	\$80.00	\$4,560.00	
D Trip Charge, per trip	4	x	trips	\$65.00	\$260.00
Subtotal:					\$27,460.00

Total Cost Estimate: \$153,201.25
Recommended Budget: \$153,300.00

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of the High Point ABC Board Travel Reimbursement Policy

FROM:
Eric Olmedo
Assistant City Manager

MEETING DATE:
July 30, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. G.S. § 18B-700

PURPOSE: The High Point Alcoholic Beverage Control (ABC) Board requests City Council approval to adopt and follow the City of High Point Employee Travel Reimbursement Policy.

BACKGROUND: The North Carolina State Board of Alcoholic Control requires each local ABC Board to adopt a travel policy governing reimbursement for official business. Local boards may either utilize the State Employee Travel Policy or adopt their appointing authority's travel reimbursement policy. The High Point ABC Board seeks City Council's approval to use the City of High Point's Employee Travel Reimbursement Policy for this purpose.

Per state requirements, this approval must be granted by City Council in a formal meeting and entered into the official minutes. The last approval was granted on September 22, 2025. Guidance from the North Carolina State Board of Alcoholic Control recommends that such approval be reaffirmed annually.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the High Point ABC Board's continued use of the City of High Point Employee Travel Reimbursement Policy.

Article 7.

Local ABC Boards.

§ 18B-700. Appointment and organization of local ABC boards.

(a) **Membership.** – A local ABC board shall consist of three or five members appointed for three-year terms unless the board is a board for a merged ABC system under G.S. 18B-703 and a different size membership has been provided for as part of the negotiated merger. If the board is a three-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. If the board is a five-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, two members for two-year terms, and two members for one-year terms. As the terms of initial board members expire, their successors shall each be appointed for three-year terms. If a board is initially a three-member board and the appointing authority determines a five-member board is preferable, the terms of the two new members shall be for three years. If a local board has five members and the appointing authority determines a three-member board is preferable, the appointing authority shall not reduce the size of the board except upon the expiration of a member's term and only with the approval of the Commission. The appointing authority shall designate one member of the local board as chairman.

(a1) **Mission.** – The mission of local ABC boards and their employees shall be to serve their localities responsibly by controlling the sale of spirituous liquor and promoting customer-friendly, modern, and efficient stores.

(b) **City Boards.** – City ABC board members shall be appointed by the city governing body, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c) **County Boards.** – County ABC board members shall be appointed by the board of county commissioners, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c1) **Limit on Creation of New Boards.** – Notwithstanding any provision of law to the contrary, no new local board may be created in any county where a local board operates an ABC store. If a jurisdiction holds an ABC store election under G.S. 18B-602(g), the establishment of ABC stores is approved, and the jurisdiction is located in a county where a local board is already in operation, the jurisdiction that held the election shall enter into an agreement with an existing local board to create a merged local board in accordance with G.S. 18B-703. Nothing in this subsection shall be construed as prohibiting a local board from serving multiple cities, counties, or cities and counties.

(d) **Qualifications.** – The appointing authority shall appoint members of a local board on the basis of the appointees' interest in public affairs, good judgment, knowledge, ability, and good moral character.

(e) **Vacancy.** – A vacancy on a local board shall be filled by the appointing authority for the remainder of the unexpired term. If the chairman's seat becomes vacant, the appointing authority may designate either the new member or an existing member of the local board to complete the chairman's term.

(f) **Removal.** – A member of a local board may be removed for cause at any time by the appointing authority. Local board members are subject to the removal provisions of G.S. 18B-202.

(g) **Compensation of Board Members.** – A local board member shall receive compensation in an amount not to exceed one hundred fifty dollars (\$150.00) per board meeting unless a different level of monetary compensation is approved by the appointing authority. If a different level is approved by the appointing authority, the appointing authority shall notify the

Commission of the approved level of compensation in writing. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. No local board member shall receive any nonmonetary compensation or benefits unless specifically authorized by this section.

(g1) **(See Editor's note for applicability)** Compensation of General Managers of Local Boards. – The salary authorized for the general manager, as defined in G.S. 18B-101, of a local board shall not exceed the salary authorized by the General Assembly for the clerk of superior court of the county in which the appointing authority was originally incorporated unless such compensation is otherwise approved by the appointing authority. The local board shall provide the appointing authority's written confirmation of such approval to the Commission. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. The general manager of a local board may receive any other benefits to which all employees of the local board are entitled. The salary authorized for other employees of a local board may not exceed that of the general manager.

(g2) Travel Allowance and Per Diem Rates. – Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local board within 30 days of approval.

(h) Conflict of Interest. – The provisions of G.S. 18B-201 shall apply to local board members and employees.

(i) Bond. – Each local board member and the employees designated as the general manager and finance officer of the local board shall be bonded in an amount not less than fifty thousand dollars (\$50,000) secured by a corporate surety, for the faithful performance of his duties. A public employees' blanket position bond in the required amount satisfies the requirements of this subsection. The bond shall be payable to the local board and shall be approved by the appointing authority for the local board. The appointing authority may increase the amount of the bond required for any member or employee who handles board funds.

(j) Limited Liability. – A person serving as a member of a local ABC board shall be immune individually from civil liability for monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, except where the person:

- (1) Was not acting within the scope of his official duties;
- (2) Was not acting in good faith;
- (3) Committed gross negligence or willful or wanton misconduct that resulted in the damage or injury;
- (4) Derived an improper personal financial benefit from the transaction; or
- (5) Incurred the liability from the operation of a motor vehicle.

The immunity in this subsection is personal to the members of local ABC boards, and does not immunize the local ABC board for liability for the acts or omissions of the members of the local ABC board.

(k) **(See Editor's note for applicability)** Nepotism. – Members of an immediate family shall not be employed within the local board if such employment will result in one member of the immediate family supervising another member of the immediate family, or if one member of the immediate family will occupy a position which has influence over another member's employment, promotion, salary administration, or other related management or personnel considerations. This subsection applies to local board members and employees.

For the purpose of this subsection, the term "immediate family" includes wife, husband, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandson, and granddaughter. Also included are the step-, half-, and in-law relationships. It also includes other people living in the same household, who share a relationship comparable to immediate family members, if either occupies a position which requires influence over the other's employment, promotion, salary administration, or other related management or personnel considerations.

(l) Local Acts. – Notwithstanding the provisions of any local act, this section applies to all local boards. (1981, c. 412, s. 2; c. 747, s. 50; 1981 (Reg. Sess., 1982), c. 1262, s. 10; 1989, c. 800, s. 19; 2010-122, ss. 9-16; 2019-182, s. 16(b).)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Authorizing the Conveyance of City-Owned Property and Approving the Agreement of Purchase and Sale

FROM:

Greg Ferguson
Deputy City Manager

MEETING DATE:

July 30, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

July 23, 2026, High Point Enterprise

ATTACHMENTS:

1. Resolution
2. Agreement of Purchase and Sale
3. Published Notice
4. Map

PURPOSE: To consider the resolution authorizing the conveyance of City-owned property and the Agreement of Purchase and Sale.

BACKGROUND: The City has adopted several significant policies and plans related to its downtown, including but not limited to the following:

- In April 2017 the City adopted the “High Point Downtown Mixed-Use Area Plan,” which includes as priorities the catalyst project of the City’s multi-use stadium, as well as priority and support for residential, retail, restaurant, hotel, and office space surrounding the mixed-use stadium.
- In May 2024, City adopted the High Point 2045 Comprehensive Plan, which includes the key priority to “Strengthen the Sense of Place and Economic Vitality of Downtown,” and calls for housing and commercial developments that will result in more people living and working in downtown High Point.
- In November 2024, the City adopted its “2024-2027 Strategic Plan” which includes the goal of “thriving economy” and provides the specific objectives for this goal to be, (i) increase commercial/recreational/multifamily square footage in Catalyst area” and (ii) “develop and revitalize key urban spaces to enhance livability, attract businesses, and offer community-driven public space.”
- In December 2024, the Trademark Properties study of options for multifamily residential and structured parking concluded that the City should focus on a parking deck in this area to support the development around the site.

Article IX, Section 9.9 of the Charter of the City of High Point (“City Charter”), amended by Session Law 2024-20, authorizes City Council to approve the sale of real property by negotiated private sale

when the sale is in the furtherance of adopted City policies and plans for the area. Section 9.9 of the City Charter also authorizes the City to attach to the transfer of such real estate any covenants, conditions, or restrictions, or a combination thereof, the City deems necessary to further the adopted policies and plans and the consideration received by the City for the conveyance of the real estate may reflect the restricted use of the property resulting from the covenants, conditions or restrictions.

The City owns the following parcels of real property surrounding its downtown, multi-use stadium Truist Point: 305 and 315 North Elm Street in High Point, North Carolina, being identified as Guilford County tax record numbers 186814 and 186809 (the "Property"). The Property is shown in red on the map attached hereto.

The City wishes to convey the Property to Tara Investments, LLC for \$1,000,000. This conveyance is in furtherance of the abovementioned adopted City policies and plans for the area, and the Agreement of Purchase and Sale includes several covenants, conditions, and restrictions related to the Property's use for a high-quality, select-service hotel development. Further, the Agreement of Purchase and Sale includes a timeline for development.

Upon execution of the Agreement of Purchase and Sale, there will be a one hundred and fifty day (150) inspection period. Buyer shall have the right to extend the initial Inspection Period by up to two (2) additional periods of thirty (30) days each by providing written notice to Seller.

Closing will be conducted on or before the thirtieth (30th) day following the expiration of the Inspection Period.

BUDGET IMPACT: The City will receive \$1,000,000 in proceeds from the sale.

RECOMMENDED ACTION REQUESTED: City Council is requested to approve a resolution authorizing the conveyance of City-owned property and approving the Agreement of Purchase and Sale, and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE SALE OF PROPERTY**

WHEREAS, the City of High Point (“City”) owns the real property located at 305 and 315 North Elm Street , High Point, North Carolina 27262 (“Property”);

WHEREAS, Section 5 of North Carolina Session Law 2024-20 authorizes the City to sell real property by negotiated private sale in furtherance of adopted City policies or plans for the area by giving a ten (10) day notice by publication of the proposed transaction, describing the property involved, the nature of the interest to be conveyed, and the material terms of the proposed transaction;

WHEREAS, the City finds that the sale of the Property to Tara Investments LLC (“Buyer”) will further adopted City policies and plans, including but not limited to (a) the strategic initiative to implement the key priority to “Strengthen the Sense of Place and Economic Vitality of Downtown” within the High Point 2045 Comprehensive Plan and (b) the goal of “thriving economy” within the City’s 2024-2027 Strategic Plan, including the specific objectives to “[i]ncrease commercial/recreational/multifamily square footage in Catalyst area” and “[d]evelop and revitalize key urban spaces to enhance livability, attract businesses, and offer community-driven public space,” and the Purchase Price due to the City is one million dollars (\$1,000,000.00);

WHEREAS, the City provided the public notice as required by law; and

WHEREAS, the City Council convened in a regular meeting on the date so noted below.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the Agreement of Purchase and Sale for the Property located at 305 and 315 North Elm Street, High Point, North Carolina 27262 and authorizes the appropriate City official to execute all necessary documents.

Adopted, this the 3rd day of August, 2026.

City of High Point

Cyril Jefferson, Mayor

Attested to:

Sandra Keeney, City Clerk

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“Agreement”) is made and entered into by and between the City of High Point, a North Carolina municipal corporation (“Seller”) and Tara Investments, LLC, a North Carolina limited liability company (“Buyer”) as of the Effective Date (as defined below).

WHEREAS, in April 2017 Seller adopted the “High Point Downtown Mixed-Use Area Plan,” which includes as priorities the catalyst project of Seller’s mixed-use stadium, as well as priority and support for residential, retail, restaurant, hotel, and office space surrounding the mixed-use stadium;

WHEREAS, in September 2023, Seller adopted the “Downtown High Point Strategic Plan” which also identifies the need to promote the development of housing within the downtown area;

WHEREAS, in May 2024, Seller adopted the High Point 2045 Comprehensive Plan, which includes the key priority to “Strengthen the Sense of Place and Economic Vitality of Downtown,” and calls for housing and commercial developments that will result in more people living and working in downtown High Point;

WHEREAS, in November 2024, Seller adopted its “2024-2027 Strategic Plan” which includes the goal of “thriving economy” and provides the specific objectives for this goal to be, (i) “[i]ncrease commercial/recreational/multifamily square footage in Catalyst area” and (ii) “[d]evelop and revitalize key urban spaces to enhance livability, attract businesses, and offer community-driven public space;”

WHEREAS, Buyer and Seller have identified the Property (as defined in Article I below) as an appropriate place for a high-quality, select-service hotel development that would further the objectives of Seller’s abovementioned adopted policies and plans (the “Intended Use”);

WHEREAS, Article IX, Section 9.9 of the Charter of the City of High Point (“City Charter”), amended by Session Law 2024-20, authorizes the City Council of High Point to approve the sale of real property by negotiated private sale when the sale is in the furtherance of adopted City policies and plans for the area;

WHEREAS, Section 9.9 of the City Charter also authorizes the City to attach to the transfer of such real estate any covenants, conditions, or restrictions, or a combination of them, the City deems necessary to further the adopted policies and plans and the consideration received by the City for the conveyance of the real estate may reflect the restricted use of the property resulting from the covenants, conditions or restrictions; and

WHEREAS, in furtherance of the City’s policies and plans for the downtown area, including but not limited to those identified above, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property to develop a high-quality, select-service hotel and associated structured parking (the “Project”) subject to the covenants, conditions and restrictions outlined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1 – PROPERTY

1.1 Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the parcels of real property located at 305 and 315 North Elm Street in High Point, North Carolina, being identified as Guilford County tax record numbers 186814 and 186809 (the “Property”).

ARTICLE 2 – PURCHASE PRICE; TERMS OF PAYMENT

2.1 Purchase Price. The purchase price to be paid for the Property shall be One Million and no/100 Dollars (\$1,000,000.00) (the “Purchase Price”). The Purchase Price shall be payable to Seller as follows:

(a) Earnest Money. Within five (5) business days after the Effective Date, Buyer shall deliver the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) via wire or certified check (the “Earnest Money”) to Investors Title Insurance Company (the “Escrow Agent”) which shall hold such funds in accordance with Paragraph 2.1(b). The Earnest Money shall be fully refundable until the expiration of the Inspection Period (as hereinafter defined) and shall become nonrefundable and non-contingent following the Inspection Period except as otherwise expressly set forth herein.

(b) Escrow. The Earnest Money shall be held by Escrow Agent in an interest-bearing trust account until the Closing Date. The Earnest Money and any interest earned thereon shall be applied to the Purchase Price at Closing (as hereinafter defined). The balance of the Purchase Price with prorations and adjustments as provided herein shall be paid by Buyer in escrow for the benefit of Seller in immediately available funds on the Closing Date.

ARTICLE 3 – INSPECTIONS

3.1 Inspection Period. Buyer and its agents, contractors, engineers, surveyors, attorneys, accountants, advisors, lenders, affiliates, consultants, shareholders, investors and employees (“Buyer’s Agents”) shall have a period of one hundred and fifty (150) days from the Effective Date to study and inspect the Property (the “Initial Inspection Period”). Buyer shall have the right to extend the Initial Inspection Period by up to two (2) additional periods of thirty (30) days each (each, an “Extension Period”) by providing written notice of such election to Seller prior to the expiration of the then-current period. The Initial Inspection Period, as it may be extended by any Extension Period, is collectively referred to herein as the “Inspection Period.” At any time prior to 5:00 p.m., eastern time, on the last day of the Inspection Period, Buyer may terminate this Agreement for any reason or no reason by delivering to Seller written notice of such termination and Buyer shall, within five (5) business days after the giving of such notice (with no consent of Seller required), receive a refund of the Earnest Money. Failure of Buyer to provide timely notice of termination of this Agreement prior to the expiration of the Inspection Period shall be deemed a commitment by Buyer to proceed to Closing.

3.2 Buyer's Entry onto Property. Notwithstanding anything to the contrary, Buyer shall not conduct any invasive testing at the Property without the prior written consent of Seller. Buyer will promptly restore any damage to the Property that may have been caused as a result of Buyer or Buyer's Agent's access to the Property pursuant to this Agreement and the inspections or studies contemplated hereunder. Buyer further agrees to indemnify and hold Seller harmless from and against any and all claims, causes of action, attorneys' fees and costs, damages, costs, injuries and liabilities resulting from the official activities of Buyer and/or Buyer's Agents at or on the Property; provided, Buyer's indemnity obligations shall not include responsibility for pre-existing conditions on the Property merely discovered by Buyer and/or any conditions caused by the acts or omissions of any party other than Buyer or Buyer's Agents. Notwithstanding anything set forth herein to the contrary, the restoration and indemnification obligations of Buyer in this Paragraph shall survive Closing or the earlier termination, for any reason, of this Agreement. Seller hereby acknowledges that Buyer's employees, agents and invitees utilize the public parking spaces currently on the Property in their personal capacity. In no event shall Buyer incur any liability or repair or restoration obligations due to such personal access to the Property.

3.3 Title Insurance; Survey. During the Inspection Period, Buyer, at its sole cost and expense, Buyer shall obtain a title insurance commitment for an ALTA Owner's Title Insurance Policy with respect to the Property (the "Title Commitment") prepared and issued by a title insurance company of Buyer's choice (the "Title Company"). Buyer may obtain a survey of the Property in Buyer's sole discretion.

3.4 Notice of Objections. In the event of Buyer's disapproval of any such matters shown on the Title Commitment or otherwise, Buyer shall deliver written notice thereof to Seller prior to the expiration of the Inspection Period. Any title or survey matters not so disapproved by Buyer in writing by said date shall be deemed Permitted Exceptions (as defined below) and shall be deemed approved. In the event of Buyer's disapproval of any such matters shown on the Title Commitment or otherwise, Seller shall have ten business (10) days after receipt of Buyer's objections to give Buyer notice either that (i) Seller will remove or otherwise cure any objections at or before the Closing Date, or (ii) Seller elects not to cause such objections to be cured. In the event that Seller fails to provide such written notice of its election to proceed under either clause (i) or (ii) above, Seller shall be deemed to have elected clause (ii) above. If Seller gives Buyer notice under clause (ii) or is deemed to have elected clause (ii), Buyer shall have until the expiration of the Inspection Period to terminate this Agreement. If Buyer shall fail to give Seller notice of its intention to terminate this Agreement by the expiration of the Inspection Period, Buyer shall be deemed to have elected to proceed with the transaction and waived the noted objections, which shall become Permitted Exceptions.

Notwithstanding the foregoing, each financial encumbrance of record against the title to the Property caused or permitted to be placed on the Property by, through or under Seller, such as a deed of trust or other debt security, attachment, judgment, lien for delinquent taxes, mechanic or materialmen's lien and each other lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of a sum certain that is revealed or disclosed by the Title Commitment shall be removed from the public record or satisfied on or before the Closing Date. Seller may bond around any such matters or cause the Title Company to endorse over any such objection, and in either event, such objection shall be deemed cured. With respect to adverse matters affecting the record title to the Property first raised by the Title Company prior to the

Closing but after the effective date of the Title Commitment, Buyer may raise such matters as objections within three (3) days after Buyer's discovery of the same, and Seller shall give Buyer notice under subsection (i) or (ii) above.

Permitted Exceptions shall be defined as all presently existing and future liens for unpaid real estate taxes not due and payable as of the Closing Date, subject to adjustment as hereinafter provided, and all exceptions shown on the Title Commitment and Buyer's survey, if obtained, and any update thereof to which Buyer has not objected or is deemed to have waived its objection, and, if Buyer does not obtain a survey, matters that would be revealed by a current and accurate ALTA survey of the Property.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, both as of the date hereof and again as of the Closing Date (and it is expressly understood and agreed that such representations and warranties by Seller shall not merge with the documents delivered by Seller at Closing, and shall survive beyond the Closing for a period of six (6) months), as follows:

(a) Organization. The Seller is a municipal corporation validly existing pursuant to the laws of the State of North Carolina.

(b) Authority of Seller. Seller has all requisite power and authority to enter into this Agreement and all of the other agreements contemplated hereby, and to consummate the transactions contemplated thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller.

(c) Performance. Performance of this Agreement is not prohibited by and will not cause default under any other agreement or instrument to which Seller is a party.

(d) Foreign Person or Entity. Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), nor is it subject to Section 897 of the Code.

(e) OFAC. Seller is not a person or entity: (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <https://sanctionssearch.ofac.treas.gov/>); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

(f) Ownership. Seller is the fee simple owner of the Property, free and clear of any and all liens, encumbrances or claims other than matters of public record.

(g) Leases; Options; First Rights. There are no leases, options to purchase or lease, rights of first offer, rights of first refusal or any similar or possessory rights in favor of third parties (either oral or written) applicable to or affecting the Property.

(h) No Violation. To Seller's knowledge, the Property and its current uses do not violate any governmental law, ordinance or regulation, or any covenant or restriction encumbering the Property.

(i) Litigation. There is no lien, proceeding, or litigation filed or to Seller's knowledge, threatened against the Seller or the Property that arises out of the use, operation or ownership, of the Property that is or could become a lien against the Property, or any portion thereof.

(j) Taxes. Seller has properly filed all required tax returns and reports and paid and discharged any liabilities for taxes, including without limitation any income, sales and use taxes, hotel/motel occupancy taxes, real and personal property taxes, employer withholding taxes and similar taxes that are due.

(k) Bankruptcy, Insolvency, Etc. Seller is not the subject of any case, action or proceeding, whether contemplated, threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditors' rights generally (whether state or federal).

(l) Environmental. Seller discloses that 305 North Elm Street is subject to a Brownfields Agreement and is in compliance with all related restrictions. Except as disclosed in the Brownfields Agreement, Seller represents and warrants that, to Seller's knowledge, during the time Seller has owned the Property, there have been no releases of or no presence of Hazardous Materials on the Property in violation of applicable laws. Hazardous Materials shall mean substances (whether solid, liquid, gaseous or otherwise) which are defined as hazardous substances, hazardous materials, toxic substances or hazardous wastes in the Comprehensive Environmental Response, Compensation and Liability Act (49 U.S.C. 1801 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S. 6901 et seq.) and all amendments adopted to these laws, and all regulations and publications promulgated pursuant to these laws in effect on the Effective Date; or petroleum, including crude oil or any fraction thereof, and natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or the ash produced by a resource recovery facility utilizing a municipal solid waste stream; or any pesticides, insecticides, fertilizers, herbicides or similar chemicals, or any mixture that includes any substance listed above.

BUYER UNDERSTANDS AND AGREES THAT THE PROPERTY (INCLUDING ANY LAND, BUILDINGS, FIXTURES AND IMPROVEMENTS) IS BEING SOLD AND CONVEYED "AS IS," "WHERE IS," "WITH ALL FAULTS" THAT MAY EXIST AS OF THE DATE HEREOF, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY SELLER OR ITS AFFILIATES (EXCEPT AS EXPRESSLY PROVIDED HEREIN AND/OR IN THE CLOSING DELIVERIES); AND BUYER IS HEREBY WAIVING ANY IMPLIED COVENANTS. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED. EXCEPT AS EXPRESSLY STATED HEREIN AND/OR IN THE

CLOSING DELIVERIES, SELLER (AND/OR ITS AFFILIATES) HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS CONDITION, ITS COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS (EXCEPT AS EXPRESSLY PROVIDED HEREIN AND/OR IN THE CLOSING DELIVERIES), INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, AND SELLER AND ITS AFFILIATES HEREBY DISCLAIM AND RENOUNCE ANY OTHER REPRESENTATION OR WARRANTY.

For the purposes of this Agreement the term "to Seller's knowledge", and similar terms, shall be limited to the current actual knowledge of City Manager Tasha Logan Ford (the "Seller Knowledge Party"), without investigation. The knowledge of others shall not be imputed to the Seller Knowledge Party. No other investigation, review or inquiry of any persons, or other action shall be required of the Seller Knowledge Party. The parties hereby agree that recourse under this Agreement is limited to Seller and no claim will be made against City Manager Tasha Logan Ford individually or in her capacity as the Seller Knowledge Party.

4.2 Representations and Warranties of Buyer. As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Seller, both as of the date hereof and again as of the Closing Date, as follows:

(a) Organization. Buyer is duly organized and validly existing under the laws of the State of North Carolina.

(b) Buyer's Authority. Buyer has all requisite power and authority to enter into this Agreement and all of the other agreements contemplated hereby, and to consummate the transactions contemplated thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer.

(c) No Untrue Representation or Warranty. No representation or warranty by Buyer in this Agreement, nor any statement or certificate furnished or to be furnished to Seller pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

(d) No Prohibited Persons. Buyer is not a person or entity: (i) that is listed in the Annex to, or is otherwise subject to the provisions of EO13224; (ii) whose name appears on OFAC's most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treasury.gov/ofac/downloads/t11sden.pdf>); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

ARTICLE 5 – CONDEMNATION, RISK OF LOSS

5.1 Risk of Loss. Risk of loss for damage to the Property, or any part thereof, by fire or other casualty from the Effective Date until Closing will be on Seller. Upon Closing, full risk of loss with respect to the Property will pass to Buyer.

5.2 Minor Loss. In the event of taking, loss or damage to the Property or any portion thereof which is not “major” (as hereinafter defined), this Agreement shall remain in full force and effect and the repairs shall be completed in accordance with Paragraph 5.4.

5.3 Major Loss. In the event of a “major” taking, loss or damage, Buyer may terminate this Agreement by written notice to Seller, in which event neither party will have any further rights or obligations hereunder, except for any obligations that expressly survive termination. If Buyer does not elect to terminate this Agreement within ten (10) days after Seller sends Buyer written notice of the occurrence of “major” loss or damage, then Buyer shall be deemed to have elected to proceed with Closing and the repairs shall be completed in accordance with Paragraph 5.4.

5.4 Continued Agreement. If this Agreement is not terminated pursuant to Paragraph 5.3 hereof and if prior to Closing Seller is unable to perform all repairs necessary to bring the Property substantially to its condition immediately prior to such loss or damage, Seller shall assign to Buyer all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property, except to the extent needed to reimburse Seller for reasonable sums it expended prior to the Closing for the restoration or repair of such Property or in collecting such insurance proceeds or condemnation awards. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs prior to Closing. If Seller assigns a casualty or condemnation claim to Buyer, at Closing there shall be credited against the Purchase Price any applicable insurance deductibles. If such proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer at Closing, except to the extent needed to reimburse Seller for sums it expended prior to the Closing for the restoration or repair of such Property.

5.5 Definition of Major Loss. For purposes of Paragraphs 5.2 and 5.3 hereof, “major” loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially similar to that of the Property prior to the event of damage would be, in the written opinion of an architect or engineer, as applicable, selected by Seller and reasonably approved by Buyer, equal to or greater than One Hundred Thousand and No/100 Dollars (\$100,000.00) and (ii) any loss due to a condemnation which permanently and materially impairs the current use of the Property and/or access to the Property. If Buyer does not give notice to Seller of Buyer’s reasons for disapproving an architect or engineer within five (5) business days after receipt of notice of the proposed architect or engineer, Buyer shall be deemed to have approved the architect or engineer selected by Seller. Notwithstanding the foregoing, the terms of this Article 5 shall not apply to any condemnation by Seller.

ARTICLE 6 – TRANSFER OF TITLE

6.1 Title to the Property. Title to the Property, subject only to the Permitted Exceptions, shall be transferred by Seller to Buyer on the Closing Date by special warranty deed (“Deed”).

ARTICLE 7 – CLOSING

7.1 Conditions to Closing. Buyer’s obligation to purchase the Property shall be contingent upon the following:

- (a) Seller’s representations and warranties contained herein shall be true and correct as of the date of this Agreement;
- (b) There shall have been no material adverse change to the condition and title of the Property since the Effective Date;
- (c) Seller shall have performed all of its obligations hereunder and delivered all Closing deliveries required hereunder.

7.2 Closing. The purchase and sale contemplated by this Agreement shall be consummated at a closing (the “Closing”) conducted at a time and place reasonably determined by Buyer on or before the forty-fifth (45th) day following the expiration of the Inspection Period; provided, Buyer shall have the option to close at any time after the Effective Date upon the delivery of no less than thirty (30) days’ prior written notice to Seller (“Closing Date”).

Expenses of the Closing and other items shall be charged or credited, as the case may be, to Seller and Buyer, as provided in Article 8 of this Agreement. The Closing shall be completed upon the recordation of the Deed and the payment of the Purchase Price to Seller. On or before the Closing Date, Buyer and Seller each shall sign and deliver at Closing the following funds and documents to the closing agent designated by Buyer:

- (a) Seller shall execute and deposit with the closing agent: (i) the duly executed and acknowledged Deed; (ii) the applicable title affidavits required by the Title Company, in a form acceptable to Seller and its counsel; and (iii) reasonable and customary evidence satisfactory to the Title Company of Seller’s authority to enter into and perform under this Agreement;
- (b) Buyer shall deliver to the closing agent the balance of the Purchase Price and such documentation reasonably required by the Title Company; and
- (c) Buyer and Seller shall jointly execute and deliver a closing statement and any other documents reasonably necessary to facilitate the Closing as agreed to by Buyer and Seller.

ARTICLE 8 – PRORATIONS AND EXPENSES

8.1 Prorations. Property taxes, if any, shall be prorated as of the Closing Date on a calendar year basis.

8.2 Costs. Buyer shall pay all costs of its inspections, due diligence, the cost of Buyer's title policy, and any commission or fee payable to the Buyer's Broker in connection with the transaction contemplated hereunder. Seller shall pay all costs of the deed preparation and revenue stamps or transfer tax and the costs associated with the recording of the Deed. Each party shall pay its own attorneys' fees.

ARTICLE 9 – REMEDIES AND ADDITIONAL COVENANTS

9.1 Remedies.

(a) Remedies for Buyer's Default. After due consideration, discussion and negotiation, the parties have determined and agreed that the actual amount of damages that would be suffered by Seller as a result of Buyer's default under this Agreement is difficult or impracticable to determine as of the Effective Date of this Agreement and that in such event Seller may declare this Agreement terminated and receive the Earnest Money as Seller's full liquidated damages from such default, which shall constitute Seller's sole and exclusive remedy against Buyer on account of Buyer's default, except with respect to Buyer's indemnity obligations under this Agreement.

(b) Remedies for Seller's Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default hereunder, (i) Buyer may terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and thereafter each party shall be relieved of any other obligations under the terms of this Agreement (except for any matters which expressly survive termination of this Agreement); or (ii) Buyer may bring an action against Seller for specific performance no later than ninety (90) days after the Closing Date. In the event that the remedy of specific performance is unavailable to Buyer by virtue of Seller having conveyed the Property, or portions thereof, to a third party, then in such event Buyer may exercise all remedies and rights available under law and equity and to recover actual damages arising out of such breach including reasonable attorneys' fees and court costs.

9.2 Additional Covenants.

(a) Intended Use. Buyer shall identify an appropriate brand hotel for the Intended Use, including but not limited to Marriott International or Hilton Worldwide. Potential concepts include upper-tier select-service or extended-stay offerings (e.g., AC Hotels by Marriott, Residence Inn, Homewood Suites, or Home2 Suites), with final selection driven by market fit and long-term performance. Buyer shall work diligently and expeditiously towards securing a brand hotel for the Intended Use and shall keep seller apprised of such best efforts.

(b) Resale for Failure to Develop for Intended Use. In the event Buyer is unable to begin construction of the Intended Use within five (5) years from the Effective Date, the Buyer shall sell the Property back to Seller for the Purchase Price. If Buyer has expended funds on design, engineering, permitting, or other tangible predevelopment work, excluding attorney's fees, and is able to provide documentation of such hard costs actually spent within five (5) years from the Effective Date, Seller will increase the Purchase Price for such documented hard costs actually spent, up to Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00). As part of this sale back to Seller, the predevelopment work and any associated reports, plans, or other related documents and rights shall transfer to the Seller.

ARTICLE 10 – MISCELLANEOUS

10.1 Brokerage Commission and Finder's Fee. Seller represents and warrants that it is not represented by a broker, agent, or finder for this transaction. Buyer represents and warrants that it is represented exclusively by SVN Palmetto and SVN Wood Properties (collectively, "Buyer's Broker"). Other than Buyer's Broker, in the event any other broker, salesman, or other person makes a claim for a commission or finder's fee based upon the transactions contemplated by this Agreement, Buyer shall indemnify and hold harmless Seller from said claim and all liabilities, costs and expenses related thereto, including reasonable attorney's fees, which may be incurred in connection with such claim. This indemnity shall survive the Closing.

10.2 Assignment. Buyer may not assign its rights and duties hereunder without Seller's prior written consent, except the narrow exceptions that upon thirty (30) days' prior written notice to Seller (i) Buyer may assign or otherwise transfer its interest under this Agreement in the furtherance of a like-kind exchange under IRC Section 1031 and (ii) Buyer may assign its rights and obligations hereunder to any affiliate entity owned or controlled in whole or part by, or under common control with, directly or indirectly, Buyer, in either event (i) or (ii), Buyer shall not be released from any further obligations or liability hereunder. In the event of an assignment of this Agreement pursuant to this Paragraph 10.2, Buyer shall remain primarily liable for and shall not be released from any obligations, indemnities and liabilities hereunder, including such obligations, indemnities and liabilities that expressly survive Closing or any termination hereunder.

10.3 Notices. Any and all notices or other communications required or permitted to be given under this Agreement, or by law, shall be in writing and either (i) personally delivered, (ii) sent for overnight delivery by nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, return receipt requested, or (iii) by email, in which case notice shall be deemed delivered upon completion of transmission, or if transmission is completed after 5:00 p.m. Eastern Time or on a day other than a Business Day, on the next succeeding Business Day, provided that receipt is confirmed, addressed to the following addresses:

If to Seller: The City of High Point
 PO Box 230
 High Point, NC 27261
 Email: Meghan.Maguire@highpointnc.gov
 Attention: Meghan Maguire, Esq.
 Telephone: (336) 883-3301

With a copy to: Poyner Spruill LLP
 301 Fayetteville Street, Suite 1900
 Raleigh, NC 27601
 Email: ssanders@poynerspruill.com
 Attention: Stephanie L. Sanders, Esq.
 Telephone: (919) 783-1125

If to Buyer: Tara Investment, LLC.
8832 Blakeney Professional Drive, Suite 202
Charlotte, NC 28277
Email: anish@tarainvestments.com
Attention: Anish Patel

With a copy to: Kumar, Prabhu, Patel & Banerjee, LLC
990 Hammond Drive NE, Suite 800
Atlanta, Georgia 30328
Attention: Samir C. Patel, Esq.
E-mail: spatel@kppblaw.com

Notice shall be deemed to have been given upon the date of delivery (or the date of refusal to accept delivery, as the case may be) to the addresses stated herein or to such other address as either party may from time to time specify in writing to the other in the manner aforesaid

10.4 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

10.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Unless otherwise provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., eastern time.

10.6 Confidentiality. The parties acknowledge that Seller is a municipal corporation subject to the North Carolina public records laws, and to the extent permitted by law, the parties hereto will maintain the terms of this transaction, the contents of this Agreement, , and related transaction documents on a confidential basis. Each party, however, shall be permitted to disclose such information as necessary to its employees, officers, agents, members, managers, legal counsel, accountants, environmental consultants, and other advisors, who shall assume the same obligations as the parties for maintaining the confidentiality of such information, for its bona fide business purposes and to consummate this transaction. This provision shall not prevent disclosure of information (i) that is in the public domain (other than information in the public domain as a result of a violation of this provision), (ii) that the disclosing party can demonstrate was acquired from a third party in rightful possession of such information and who is not prohibited from

disclosing such information, or (iii) that is required to be disclosed or produced by law or court order or pursuant to oral questions, interrogatories, requests for information or documents, deposition, subpoena, civil investigative demand or similar legal process, in which event the disclosing party shall provide the non-disclosing party with prompt notice of any request for such disclosure or production so that the non-disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with this provision. This provision shall survive any termination of this Agreement.

10.7 Construction. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

10.8 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of North Carolina.

10.9 Entire Agreement. This Agreement and the Exhibits which are attached hereto or contemplated to be attached hereto and by this reference incorporated herein and all documents specifically contemplated by this Agreement when executed, contain the entire understanding of the parties and supersede any and all other written or oral understanding.

10.10 Modifications. This Agreement may not be modified except by the written agreement of the parties.

10.11 Gender and Number. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

10.12 Captions. The captions used in connection with the Articles, Paragraphs and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

10.13 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns permitted hereunder.

10.14 Counterparts. This Agreement may be executed in multiple counterparts which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. A facsimile or emailed transmission of an original signature shall be binding hereunder.

10.15 Time of Essence. Time is important to both Seller and Buyer in the performance of this Agreement, and both parties have agreed that time is of the essence with respect to any date set out in this Agreement.

10.16 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.17 Effective Date. The “Effective Date” of this Agreement shall be the date the last of Buyer and Seller executes this Agreement as indicated on the signature page attached hereto.

[Signatures page follows.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date of the last signature set forth below.

SELLER:

THE CITY OF HIGH POINT

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

TARA INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

Date: _____

**PUBLIC NOTICE
SALE OF CITY OWNED PROP-
ERTY**

The High Point City Council intends to authorize the sale of the fee simple interest in the property located at 305 and 315 North Elm Street in High Point, NC ("Property") to Tara Investments, LLC ("Buyer"). Buyer will pay \$1,000,000.00 ("Purchase Price") to the City of High Point ("City") for the Property. The proposed transaction includes covenants and restrictions limiting the use of the Property to a high-quality, select-service hotel and associated structured parking, as well as commitments from Buyer to work diligently and expeditiously towards securing a brand hotel, to keep the City apprised of such best efforts, and to sell the Property back to the City at the Purchase Price plus documented and expended hard costs, if Buyer is unable to satisfy its obligations therein.

All persons interested in this matter are invited to attend the meeting of the City Council to be held in the Council Chambers, City Hall, 211 South Hamilton Street, High Point, NC, at 5:30 p.m. on August 3, 2026. At that time the Council intends to authorize the Agreement of Purchase and Sale.

July 23, 2026

GATEWOOD AVENUE & N ELM STREET SITE

CITY-OWNED
SITE FOR SALE

N ELM ST

CHURCH AV

16,850 SF RETAIL
92,600 SF OFFICE

0.41 ACRES

APPLING WY

4.06 ACRES

VIRGINIA PL

W MARTIN LUTHER
KING JR DR

W BROAD AV

SPRINGHILL SUITES:
128 KEYS

W ENGLISH RD

N LINDSAY ST

LINDSAY PL

PINE ST

GATEWOOD AV



0 50 100 200
Feet

CITY OF
high point.

Data Sources: High Point GIS
Created by: High Point
Planning & Development
Date Plotted: 7/16/2026

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for Outside Non-Profit Organizations — FY 2026-2027

FROM:

Stephen Hawryluk
Budget & Performance Director

MEETING DATE:

July 30, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

None

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests to make recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted requests in the amount of \$1,924,144 for FY 2026-27.

The adopted FY 2026-27 budget includes \$500,000 to be distributed to non-profit organizations who applied for funds through the annual application process.

BUDGET IMPACT: Funding is available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to finalize recommendations for funding the outside non-profit organization requests and authorize the appropriate City Official(s) to execute all necessary documents.