



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Michael Holmes, Mayor Pro Tem (Alternate)

Thursday, August 15, 2024

4:00 PM

Council Chamber

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

1. [2024-323](#) Consideration of a Contract with Pepsi Bottling Ventures
City Council is requested to consider a contract with Pepsi Bottling Ventures not to exceed \$295,000 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Pepsi Bottling Ventures Contract](#)

2. [2024-324](#) Consideration of a Sole Source Contract with North State Resurfacing
City Council is requested to consider a contract with North State Resurfacing for \$66,480 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [North State Contract](#)

3. [2024-328](#) Consideration of a Contract with Blum Construction
City Council is requested to consider a Construction Manager at Risk (CMAR) Contract for Services with Blum Construction, approve the proposal for Pre-Construction Services in the amount of \$77,400, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - Blum Construction](#)

4. [2024-325](#) Consideration of an Agreement for Services with the FMRT Group, LLC
City Council is requested to consider an Agreement for Services with the FMRT Group with an annual cost not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [FMRT Group Consideration - Service Agreement](#)

5. [2024-326](#) Consideration of a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc.
City Council is requested to consider a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [RSH Signal Timing Agreement](#)
6. [2024-327](#) Consideration of Funding for Outside Non-Profit Organizations - High Point Regional Health Foundation
City Council is requested to modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds from High Point Regional Health Foundation to High Point Medical Center.
Attachments: [Funding for Outside Non-Profit Organizations - High Point Regional Health Four](#)
7. [2024-329](#) Consideration of a Contract with Envisio Solutions, Inc.
City Council is requested to consider a Contract for a strategic initiatives application with Envisio Solutions, Inc. in the amount of \$183,208.58 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - Envisio Solutions Inc.](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract with North State Resurfacing	
FROM: Lee Tillery, Director – Parks & Recreation	MEETING DATE: August 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Proposal – North State Resurfacing North State Sole Source Letter	

PURPOSE: Sole Source Contract with North State Resurfacing for outdoor court repair at Allen Jay Recreation Center. Work includes the resurfacing of the basketball court, as well as the resurfacing of the existing tennis court area with a conversion to four pickle ball courts.

BACKGROUND: The need for resurfacing or replacement of outdoor courts in our Parks & Recreation infrastructure is prevalent due to the age of many of these amenities. We have addressed these similar types of deferred maintenance issues in several parks over the last several years. We are now at a point where we need to resurface the outdoor courts at Allen Jay Recreation Center. This includes the basketball court and existing tennis court area. Our plan is to convert the tennis surface area to four pickle ball courts during this renovation.

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

BUDGET IMPACT: Project cost is \$66,480 and funds are budgeted in the Parks & Recreation Capital Improvement Plan.

RECOMMENDATION/ACTION REQUESTED: The Parks & Recreation Department recommends approval of this item and that appropriate City officials be authorized to execute the contract with North State Resurfacing on the City's behalf.



Released by Drew Alford on Jun 4, 2024

Released



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

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

1301 Brentwood Street
High Point, NC 27260

Job Address:
1073 E. Springfield Rd
Highpoint, NC 27263

Print Date: 8-7-2024

Proposal for Allen Jay Rec Center

www.northstateresurfacing.com

NC License#: 73842

VA License#: 2705157542

Thank you for allowing us to provide a proposal for your project. Established in 1990, North State Resurfacing specializes in the construction and resurfacing of tennis courts, basketball courts, pickleball courts and a wide variety of multi-use recreational surfaces.

Customer satisfaction is our main goal. Superior materials, quality workmanship and attention to detail have earned us an excellent reputation with our clients. As an authorized distributor and applicator of [Nova Sports USA](#), the world's best all-weather sports surface and [Laykold - Official Surface of the US Open](#).

North State Resurfacing is also the exclusive developer and installer of the North State Polyester System – an innovative, guaranteed process for repairing cracks.

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

Authorized installer of:



Laykold®

Allen Jay Resurfacing Project

Conversion of two (2) tennis courts into four (4) pickleball courts.

Standard Resurfacing of the existing basketball court.

Mobilization

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

Fencing

Pickleball Court Conversion

Items	Description
Pickleball Divider Fence	Provide and install vinyl coated 5' tall chain link fence system to separate the pickleball courts.

Net Post Foundations

Pickleball Court Conversion

Items	Description
Pickleball Net Post Foundation	Dig and set concrete foundations for four (4) pickleball net post foundations and four (4) center strap anchors. Net post foundations will be 18" x 18" wide and 36" in depth with sleeves. Center strap anchors will be 12" x 12" wide and 12" in depth.

Surface Preparation

Pickleball Court Conversion and Basketball

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

Items	Description
Patch Work	Patch any structural cracks, dings, etc. in the asphalt surface using an acrylic patching material.

Preventative Crack Repair

Pickleball Court Conversion and Basketball

Items	Description
2120 - Polypave Court Shield	Apply Polypave Court Shield to the entire surface of one (1) basketball court and four (4) pickleball courts. Polypave is designed to create a strong mechanical reinforcement and bond on the new asphalt layer. This application significantly reduces the likelihood of deficiencies in the asphalt, which are common causes of spiderweb cracking. The use of Polypave Court Shield will enhance the durability and appearance of the court surfaces, ensuring a longer lifespan and a more consistent playing experience. Expansion Joints are not covered with any repair fabrics.

Surfacing

Pickleball Court Conversion and Basketball

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

Playing Lines

Pickleball Court Conversion and Basketball

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp/sharp line edge.
Pickleball Lines	Layout, tape and hand paint 2" wide pickleball lines using Novatex, textured acrylic line paint (or equivalent). Dimensions of the playing lines will be provided in the attached drawing.
Basketball Lines	Layout, tape and hand paint 2" wide playing lines using Novatex, textured acrylic white line paint (or equivalent).

Completion

Items	Description
Install New Putterman Pickleball Net Posts	Provide and install four (4) Putterman pickleball net posts with external wind reels and removable handles.
Install New Putterman Pickleball Nets	Provide and install four (4) Putterman nets including the center straps.

Items	Description
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Total Price: \$66,480.00

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

Payment: Individual billings as the work progresses. A deposit may be requested for materials. Unpaid balances are subject to finance charges of 1.5% per month. Credit verification may be required. Terms: Net 10 days.

Guarantee: One (1) year against defective materials and labor unless otherwise noted.

- 1. Standard Patch Work:** We cannot guarantee that cracks won't reappear in a short period of time.
- 2. Guardian Crack Repair:** Guaranteed for 2 years against the reappearance of cracks that have been treated. This warranty does not cover any other areas except the areas treated.
- 3. Polypave Court Shield:** Offers a 1-year warranty against cracks treated on the entire court surface, except for areas within 2 feet of the fence, which are not guaranteed.
- 4. Polyester Crack Repair:** This method typically prevents treated cracks from reappearing. However, it does not come with a guarantee and is considered equivalent to standard acrylic patching material in terms of warranty coverage.

Birdbaths/Depressions:

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

Weather Limitations:

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

Notes:

- This proposal may be withdrawn by us if not accepted within **30** days.
- Owner shall provide potable water and electricity to within 200' of courts.
- Suitable access to the courts shall be provided along with an area for washing our equipment.
- North State Resurfacing cannot guarantee that cracks won't reappear in a short period of time unless a form of guaranteed crack repair is accepted.
- Occasionally crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface, this should be considered normal.
- Standing water (birdbaths) may only be minimized due to possible inadequate slope/drainage. Only one attempt will be made at the contracted price.

- The Contract Price does not include boring through any rock. North State is willing to perform said work upon the parties' mutually signing a written change order.
- One (1) mobilization included, each additional @ \$3,000.00
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by miscellaneous growth under or within the asphalt surface such as roots, fungus, etc. are not guaranteed.
- Excessive amounts of moisture under the court surface may affect our surface materials negatively. This condition may include, but not limited to seeping water, degradation of the asphalt and surfacing materials including dead spots and/or bubbles in our surfacing materials. North State is not responsible for these conditions. North State may recommend consulting a Geotechnical Engineer if these conditions exist.
- Layout, traffic control, permits, testing and inspection not included unless specifically noted above.
- Not responsible for any damages to property associated with accessing the courts such as curbs, gutters, walkways, etc.
- North State Resurfacing shall not be held liable for consequences resulting from damage to underground utilities or objects that are not adequately located by the property owner and/or the governing local underground locating service.
- North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.
- Owner shall carry Fire, Tornado and any other pertinent insurance.
- Owner responsible for re-seeding grass and replacement of any shrubbery that may be disturbed during the project.
- Owner shall provide suitable area for storing materials such as fencing and electrical components.
- Owner understands that North State Resurfacing relies upon the Owner's promise to pay according to the terms of this Proposal/Contract. Therefore, a late charge of one and one half percent (1-1/2%) per month (18% per annum) will be added to all past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, North State Resurfacing shall be entitled to recover their costs and attorneys' fees, and such fees shall be added to this Proposal/Contract.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

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

Signature:

Date:

Print Name:

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



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

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

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

***Description:**

Background

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

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

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

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

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

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

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

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

SOLE SOURCE JUSTIFICATION FORM

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

Requisition #

Vendor:

Item(s):

Justification:

The North State Polyester System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surfaces. We have utilized this same system in previous applications for our Department and have seen the durability and effectiveness of this product.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Lee Tillery
Date: 2024.08.12 09:53:50 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.08.12 11:00:17 -04'00'

Financial Services Director

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Construction Manager at Risk (CMAR)– Center for Active Adults	
FROM: Lee Tillery, Director – Parks & Recreation	MEETING DATE: August 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: May 20, 2024 - Purchasing
ATTACHMENTS: Preconstruction Proposal – Blum Construction Bid Recommendation Form	

PURPOSE: City Council to award Construction Manager at Risk (CMAR) contract to Blum Construction, Winston-Salem, NC and the approval of proposal for Pre-Construction Services.

BACKGROUND: The City began the process of recruiting a CMAR earlier this summer. A Request for Qualifications (RFQ) process was used, and three firms submit proposals. An internal team was established to review submittals, and the top two firms were interviewed. The firm the team selected to move forward and for your consideration for CMAR is Blum Construction, Winston-Salem, NC.

The initial part of this approval process involves Blum's performance of Preconstruction Services. This allows Blum to join the design team currently comprised of representatives from the City and our design firm, CPL, Inc. Blum will assist as we move forward with design in such aspects as project cost considerations and budgeting, constructability analysis, scheduling and management through the last two stages of design.

BUDGET IMPACT: Guaranteed Maximum Price (GMP) to be established and brought to Council for consideration at a later date as we move through the design process. Preconstruction service proposal is \$77,400. Funds are available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Parks & Recreation Department recommends approval of this item and that appropriate City officials be authorized to execute all necessary documents.



August 5, 2024

Lee Tillery
City of High Point Parks and Recreation Director
136 Northpoint Ave
High Point, NC 27262

**RE: Preconstruction Proposal
 High Point Center For Active Adults**

Dear Lee:

Blum Construction appreciates the opportunity to provide this proposal for preconstruction phase services for the Center for Active Adults. Our preconstruction proposal includes the following:

Preconstruction Phase Services Fee	\$77,400.00
Construction Services Fee	2.85%
Project Executive Oversight	Blum Construction Att. Will Smelcer 2601 Pilgrim Ct Winston-Salem, NC
Preconstruction Services Scope	Defined below with attached estimated breakdown (time & hours)

The attachment includes cost details and for each deliverable associated with our preconstruction services proposal.

This fee includes the following services:

1. General Preconstruction Services
 - a. Blum to provide existing conditions scan of the areas of the building included in project scope of work to support:
 - i. Baseline assessment of site conditions.
 - ii. Share and support the design team via coordination of the design development.
 - iii. Verification of any visible environmental concerns to be verified by the environmental consultant.
 - b. Preconstruction budgeting support throughout the design phase of the project.
 - c. Preconstruction and supervisory staff will provide constructability investigation, analysis and review of all design deliverables.
 - d. Preconstruction scheduling, management, and updating through each stage of design.

- e. Preconstruction and supervisory staff will provide thorough interdisciplinary coordination review of the construction drawings and specifications.
 - f. Attendance at all design/project meetings by members of the preconstruction and supervisory staff.
- 2. Combined Schematic Design Deliverable (Summer 2024)
 - a. Executive summary
 - b. Detailed scope of work
 - c. Detailed budget estimate
 - d. Project cost considerations
 - e. Baseline coordination BIM model
 - f. Preliminary project schedule
- 3. Design Development Deliverable (Fall 2024)
 - a. Executive summary
 - b. Detailed scope of work
 - c. Detailed budget estimate
 - d. Project cost considerations
 - e. Updated constructability review of Construction documents
 - f. Updated project schedule
 - g. Updated logistical planning
 - h. Proposed phasing / traffic / staging analysis
- 4. Guaranteed Maximum Price Deliverable (Winter 2024-2025)
 - a. Executive summary
 - b. Detailed scope of work
 - c. Detailed budget estimate
 - d. Project cost considerations
 - e. Updated constructability review of Construction documents
 - f. Updated project schedule
 - g. Updated logistical planning
 - h. Finalize phasing / traffic / staging analysis
 - i. Defined alternates listing
 - j. Preconstruction bid package bid manual
 - k. Detailed Guaranteed Maximum Price estimate
 - l. Letter of Guaranteed Maximum Price (GMP)

The Blum team is also committed to aligning with the City of High Point Minority Business plan. We will make a good faith effort to meet and exceed the 10% Minority Participation goal set by the City of High Point as spelled out in our RFQ response.

We look forward to working with the City of High Point on this project. Please contact me with any questions or comments concerning this proposal.

Sincerely,

Will Smelcer
Executive Vice President



Preconstruction Fee Proposal
Center For Active Adults
 8/05/24
 City of High Point

Code	Description	Qty	Unit	Unit Cost				Total Cost				Item Total
				Labor	Material	Sub	Equipt	Labor	Material	Sub	Equipt	
PRECONSTRUCTION PERSONNEL & DELIVERABLES												
General Preconstruction Services - Meetings, Communications, etc. (August 2024 - March 2025)												
	Project Executive	8 hrs		155.00				1,240	0	0	0	1,240
	SR. Project Manager	0 hrs		135.00				0	0	0	0	0
	Project Manager	40 hrs		125.00				5,000	0	0	0	5,000
	Sr. Superintendent	0 hrs		135.00				0	0	0	0	0
	Superintendent	8 hrs		125.00				1,000	0	0	0	1,000
	Preconstruction Team Leader	40 hrs		135.00				5,400	0	0	0	5,400
	Preconstruction Manager	0 hrs		125.00				0	0	0	0	0
	Precon Estimator	16 hrs		95.00				1,520	0	0	0	1,520
	MEP Estimator	16 hrs		95.00				1,520	0	0	0	1,520
	Constructability Manager	0 hrs		100.00				0	0	0	0	0
	Site/Civil Estimator	0 hrs		85.00				0	0	0	0	0
	LEED Coordinator	0 hrs		90.00				0	0	0	0	0
	Hub Coordinator	16 hrs		65.00				1,040	0	0	0	1,040
	Accounting	0 hrs		65.00				0	0	0	0	0
	Staff Overnight Travel Expenses	0 trips		150.00		125.00		0	0	0	0	0
	Subtotal							16,720	0	0	0	16,720
Preconstruction Deliverable -SD (September 2024)												
	Project Executive	8 hrs		155.00				1,240	0	0	0	1,240
	SR. Project Manager	0 hrs		135.00				0	0	0	0	0
	Project Manager	16 hrs		125.00				2,000	0	0	0	2,000
	Sr. Superintendent	0 hrs		135.00				0	0	0	0	0
	Superintendent	8 hrs		125.00				1,000	0	0	0	1,000
	Preconstruction Team Leader	40 hrs		135.00				5,400	0	0	0	5,400
	Preconstruction Manager	0 hrs		125.00				0	0	0	0	0
	BIM Manager	0 hrs		125.00				0	0	0	0	0
	Precon Estimator	40 hrs		95.00				3,800	0	0	0	3,800
	MEP Estimator	40 hrs		95.00				3,800	0	0	0	3,800
	Constructability Manager	0 hrs		100.00				0	0	0	0	0
	Site/Civil Estimator	0 hrs		85.00				0	0	0	0	0



Preconstruction Fee Proposal
Center For Active Adults
 8/05/24
 City of High Point

LEED Coordinator	0 hrs	90.00	
Hub Coordinator	0 hrs	65.00	
Accounting	0 hrs	65.00	
Staff Overnight Travel Expenses	0 trips	150.00	125.00
Subtotal			

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
17,240	0	0	0	17,240

Preconstruction Design Development Deliverable - (November 2024)

Project Executive	8 hrs	155.00	
SR. Project Manager	0 hrs	135.00	
Project Manager	16 hrs	125.00	
Sr. Superintendent	0 hrs	135.00	
Superintendent	16 hrs	125.00	
Preconstruction Team Leader	40 hrs	135.00	
Preconstruction Manager	0 hrs	125.00	
BIM Manager	16 hrs	125.00	
Preconstruction Estimator	40 hrs	95.00	
MEP Estimator	20 hrs	95.00	
Constructability Manager	0 hrs	100.00	
Site/Civil Estimator	0 hrs	85.00	
LEED Coordinator	0 hrs	90.00	
Hub Coordinator	16 hrs	65.00	
Accounting	0 hrs	65.00	
Staff Overnight Travel Expenses	0 trips	150.00	125.00
Subtotal			

1,240	0	0	0	1,240
0	0	0	0	0
2,000	0	0	0	2,000
0	0	0	0	0
2,000	0	0	0	2,000
5,400	0	0	0	5,400
0	0	0	0	0
2,000	0	0	0	2,000
3,800	0	0	0	3,800
1,900	0	0	0	1,900
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1,040	0	0	0	1,040
0	0	0	0	0
0	0	0	0	0
19,380	0	0	0	19,380

Preconstruction Deliverable - 100% CD/GMP (February/March 2025)

Project Executive	8 hrs	155.00	
SR. Project Manager	0 hrs	135.00	
Project Manager	40 hrs	125.00	
Sr. Superintendent	0 hrs	135.00	
Superintendent	16 hrs	125.00	
Preconstruction Team Leader	40 hrs	135.00	
Preconstruction Manager	0 hrs	125.00	
BIM Manager	20 hrs	125.00	
Preconstruction Estimator	40 hrs	95.00	

1,240	0	0	0	1,240
0	0	0	0	0
5,000	0	0	0	5,000
0	0	0	0	0
2,000	0	0	0	2,000
5,400	0	0	0	5,400
0	0	0	0	0
2,500	0	0	0	2,500
3,800	0	0	0	3,800



Preconstruction Fee Proposal
Center For Active Adults
 8/05/24
 City of High Point

MEP Estimator	16 hrs	95.00		1,520	0	0	0	1,520
Constructability Manager	16 hrs	100.00		1,600	0	0	0	1,600
Site/Civil Estimator	0 hrs	85.00		0	0	0	0	0
LEED Coordinator	0 hrs	90.00		0	0	0	0	0
Hub Coordinator	16 hrs	65.00		1,040	0	0	0	1,040
Accounting	0 hrs	65.00		0	0	0	0	0
Staff Overnight Travel Expenses	0 trips	150.00	125.00	0	0	0	0	0
Subtotal				24,100	0	0	0	24,100
TOTAL PERSONNEL & DELIVERABLES				77,440	0	0	0	77,440
TOTAL PRECONSTRUCTION PROPOSAL FEE				77,440	0	0	0	77,440

BID RECOMMENDATION

DEPARTMENT: **Parks & Recreation**

COUNCIL AGENDA DATE: **August 19, 2024**

BID NO.: **52-062024** CONTRACT NO.: DATE OPEN: **June 20, 2024**

DESCRIPTION:

Request for Qualifications - Construction Manager at Risk (CMAR)
Center for Active Adults (CAA)

PURPOSE:

Evaluate Qualified Firms for the CMAR opportunity with the City on the CAA project

COMMENTS:

Internal Team evaluated all firms. Interviewed two finalists. Recommendation is for Blum Construction, Winston-Salem, NC

RECOMMEND AWARD TO: **Blum Construction** AMOUNT: **\$77,400**

JUSTIFICATION:

Pre Construction Services - \$77,400
Guaranteed Maximum Price (GMP) - To be Determined at a later date in the design process

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
411410	533701	411211011205	40202	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Lee Tillery** Digitally signed by Lee Tillery
Date: 2024.08.08 08:59:23 -04'00' DATE: **8/7/2024**

The Purchasing Division concurs with recommendation submitted by the **Parks and Rec Dpt** and recommends
award to the lowest responsible, responsive bidder **Blum Construction** in the amount of **\$77,400.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon
Date: 2024.08.08 09:03:57 -04'00' DATE: **8/8/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2024.08.08 09:53:21 -04'00' DATE: **8/8/24**

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: City Beverage Contract	
FROM: Lee Tillery, Director – Parks & Recreation	MEETING DATE: August 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: March 22, 2024
ATTACHMENTS: Proposal – Pepsi Bottling Ventures Bid Recommendation Form	

PURPOSE: City Council consideration of a proposed three-year contract with Pepsi Bottling Ventures with an additional two, one-year renewal options.

BACKGROUND: A Request for Proposals was issued in March for these services. Pepsi Bottling Ventures was the sole responder. The City's previous contract for beverages services was also a five-year agreement with Pepsi Bottling Ventures and it recently expired. In that previous contract, we altered the agreement to only purchase drinks for the five locations below and all vending would then become full service from Pepsi. There are 32 vending locations throughout the various City Departments and their sites. The change allowed us to eliminate storage and vending responsibilities while simply collecting a commission from vending sales. The five locations that purchase directly from Pepsi include:

- Washington Terrace Pool
- City Lake Park Concession Stand
- City Lake Park Pool
- Oak Hollow Golf Course Grill Room
- Blair Park Golf Course Grill Room

Additional benefits of the contract with Pepsi include:

- Annual Sponsorship of the Uncle Sam Jam - \$5,000 (\$25,000 Overall Value)
- Up to 60 Donated Cases of Cups – Overall Value - \$19,500
- Up to 30 Donated Cases of Lids – Overall Value - \$4,300
- Up to 100 Cases of Donated Water to be used for a variety of Parks & Recreation Events and Programs -Overall Value - \$5,300
- Vending Machine Commissions – Estimated to be \$72,500 Value over 5-year period

BUDGET IMPACT: Estimated expenses over the five-year period for the five Parks & Recreation locations are not to exceed \$295,000. Funds are available in the current year's budget.

RECOMMENDATION/ACTION REQUESTED: The Parks & Recreation Department recommends approval of this proposal and that appropriate City officials be authorized to execute the contract with Pepsi Bottling Ventures on the City's behalf.





CITY OF HIGH POINT AND PEPSI BOTTLING VENTURES PARTNERSHIP AGREEMENT



Request for proposals # 31-041824

City-wide beverage services

City of high point

Due date: April 18, 2024

Vendor

Pepsi Bottling Ventures

390 Business Park Dr.

Winston Salem, NC 27107

Bo Covington – Key Account Manager

919-819-6181

NC Sales & Use Tax Reg # 600225595

Fed ID: 22-3657794

Business

City of High Point

Attn: purchasing division

Candy Harmon, Purchasing Manager

816 East Green Street

High Point, NC 27261

336-883-3222

PROPOSAL OUTLINE

Title Page ~ Company Name, Address, Phone and Authorized Rep, Proposal Number

Executive Summary

Organization and Staffing

Statement of Work

Equipment

References

Exhibit A

Proposals

- **5 YEAR RFP PROPOSAL**
- **Alternative Offer 1: 5 YEAR PROPOSAL**
- **Alternative Offer 2: 7 YEAR PROPOSAL**
- **Alternative Offer 3: 10 YEAR PROPOSAL**

Pepsi Partnership

EXECUTIVE SUMMARY



PEPSI BOTTLING VENTURES



Pepsi Bottling Ventures (PBV) is the largest privately-held bottler for Pepsi-Cola products in North America – manufacturing, selling, and distributing some of the world's most recognized consumer brands. PBV is a privately-held company, operating 18 bottling and distribution facilities and serving consumers in North Carolina, South Carolina, Virginia, Maryland and Delaware. Our corporate offices are in Raleigh, North Carolina.

PBV is organized as a joint venture with PepsiCo serving as a partial owner. Under this agreement the two companies work together to develop industry leading practices. We are a committed, experienced and proven performer with strong partnerships with many city-wide agreements and other townships across several states. PBV is proud to submit this proposal to the City of High Point.

PBV is very proactive in engaging with the City of High Point for events that will make lasting memories for your staff and guests. With the associations of PepsiCo's local, national, and international business partnerships, we will demonstrate the strength of our brands and along with innovations that will result in beverage sales growth.



NORTH CAROLINA IMPACT



PBV's largest presence is in North Carolina where we employ over 2,000 employees with a distribution territory which ranges from Elizabeth City to Charlotte and up to Avery County. Forsyth County represents three of our facilities including one of our two production locations and is our second largest employee base.

To support this statewide sales and distribution network, we operate 14 facilities throughout the state, including two production sites in Garner and Winston-Salem.

Almost all products served at City of High Point will be produced, bottled and distributed from our Winston Salem facility. PBV is proud to distribute Pepsi Products in the state where Pepsi-Cola was born and is excited to share that with the City of High Point.

Our team is focused on a singular goal: to be our customers' best supplier of exciting beverages. With one of the broadest portfolios of soft drinks, juices, waters, fountain syrups, and specialty beverages. PBV has the selection and service to compete in every market we serve.

ORGANIZATION AND STAFFING

MY COMMITMENT TO THE CITY OF HIGH POINT



Bo Covington

Food Service
Representative

(919) 819-6181

Bo.Covington@pbvllc.com

- To offer assistance and help maximize selling opportunities for the City of High Point that will grow their revenue and enhance the overall business partnership
- Assist the City of High Point when needed for the following:
 - Delivery of products/Equipment needs
 - Business opportunities/Community events
 - Resolve concerns/beverage planning
 - Implement brands/innovations
- Data analysis with the City of High Point to ensure Pepsi is providing service excellence
- Provide any additional assistance needed for the duration of the Agreement
- Strive to exceed the City of High Point's expectations as a Beverage Partner

CONFIDENTIAL

MY COMMITMENT TO THE CITY OF HIGH POINT



Ronnie Shupe

Food Service Manager

(336) 813-2251

Ronnie.Shupe@pbvllc.com

- To supervise and help manage the Food Service Representative (FSR) to build a strong partnership with the City of High Point that will maximize revenue potential and enhance the beverage experience
- Accompany the FSR when needed for the following:
 - Discuss general operations
 - Discover opportunities
 - Issue resolution
 - Share Pepsi innovation
- To maintain constant, regular communication with the City of High Point to ensure Pepsi is providing service excellence
- Responsible for The Execution Elements Of The Agreement
- Exceed the City of High Point's expectations as a total Beverage Category Manager

CITY OF HIGH POINT PEPSI TEAM

TERRITORY SALES MANAGER

Brent Johnson – 8 Years 336-239-4310

EQUIPMENT SUPPORT

David Boyles – 15 Years 336-317-2987

BUSINESS REPRESENTATIVE

Bo Covington – 24 Years 919-819-6181

FOOD SERVICE MANAGER

Ronnie Shupe – 16 Years 336-813-2251

CORPORATE SUPPORT

Byron Brooks– 34 years
VP of Food Service
248-225-9425

Randy Peak – 34 years
Director Food Service
336-688-7553

Roy Taylor – 38 years
Director of Equipment
919-819-4240

STATEMENT OF WORK



STATEMENT OF WORK



If PBV retains the bid, the Food Service Representative will be contacting the City of High Point's main contacts and will set up a time at each location to determine if each vendor, cooler, and/or fountain models, graphics, location, position and amount of equipment needs to be replaced, updated, or convert current equipment. A date parameter will be mutually agreed upon for the work to begin at which time PBV will execute all agreed upon placement of assets. It is our intentions to change some locations over to glass front vendors (GFV) and to update others tha may have become sun faded or damaged. The FSR will then order each piece of equipment with specific instructions that have been agreed upon at each location.

Once the schedule date arrives the Equipment Delivery team will be onsite to delivery the equipment and make sure that every piece is placed accordingly. We will provide professional service through efficient and effective operations as well as maintain all PBV equipment throughout the City of High Point.

The FSM or FSR will provide updates with the point of contacts throughout the process. Once the equipment is in position, PBV will fill vendors to ensure the City of High Point faculty, staff, and guests have immediate access to Pepsi beverages. We will provide any phone numbers that are needed to the City of High Point so that the beverage ordering processes are made clear and precise.

VENDING EQUIPMENT



- Technology Enhancements & Cashless
- 2 Tier Pricing Structure
- Cash discount of .15 per unit
- Average +26% Volume lift by adding credit card readers

All vendors will have credit card readers

All vendors will have option of .15 cash discount on purchases

Several stack to Glass Front conversions to be planned for increased sales

Coolers provided as needed for concessions and bottles to go locations

PROPOSERS REFERENCES

WE STAND BEHIND OUR PARTNERSHIPS AND ENCOURAGE YOU TO CONTACT OUR REFERENCES

SCHOOL/ENROLLMENT	CITY	STATE	CONTACT NAME/TITLE	PHONE #/EMAIL ADDRESS
Greensboro Coliseum Complex	Greensboro	NC	Scott E. Johnson Special Projects Manager	(336)-373-7449 scott.johnson@ci.greensboro.nc.us
WS – Forsyth County Schools	Winston-Salem	NC	John W Mann Jr Director of Procurement Services	(336)-727-2635 jwmann@wsfcs.k12.nc.us
Winston-Salem Dash	Winston-Salem	NC	Kurt Gehsmann Chief Financial Officer	(336)-714-6863 kurt.gehsmann@wsdash.com
Winston-Salem Fairgrounds	Winston-Salem	NC	Robert Mulhearn Winston-Salem Fairgrounds Manager	(336)-734-1599 rmulhearn@cityofws.org
City of Burlington	Burlington	NC	Sonja Cross Purchasing Director	(336)-222-5016 scross@ci.Burlington.nc.us



EXHIBIT A

EXHIBIT A



PRODUCT	SIZE	UNITS/ Case	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE	YEAR 4 PRICE	YEAR 5 PRICE
CARBONATED	20 oz. BOTTLES	24	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
CARBONATED	12 oz. CANS	24	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
JUICE	10 oz. BOTTLES	24	\$19.45	\$20.03	\$20.63	\$21.25	\$21.89
JUICE	15.2 oz. BOTTLES	12	\$13.25	\$13.65	\$14.06	\$14.48	\$14.91
GATORADE, G2, PROPEL	20 oz. BOTTLES	24	\$23.00	\$23.69	\$24.40	\$25.13	\$25.89
BOTTLED WATER	20 oz. BOTTLES	24	\$15.50	\$15.97	\$16.44	\$16.94	\$17.45
NON CARBONATED	20 oz. BOTTLES	24	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
NON CARBONATED	12 oz. BOTTLES	24	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
ENERGY & STARBUCKS ENERGY	16 oz. CANS	12	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11
LIFE WATER	20 oz. BOTTLES	24	\$27.75	\$28.58	\$29.44	\$30.32	\$31.23
FRAPPUCCINO	13.7 oz. CANS	12	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11
FOUNTAIN SYRUP	5 GALLON	GALLON	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
FOUNTAIN SYRUP	2.5 or 3 GALLON	GALLON	\$20.50	\$21.12	\$21.75	\$22.40	\$23.07
CO 2	20 LBS.	EACH	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77
CO 2 TANK DEPOSIT	TANK	EACH	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
CUPS	16 oz.	1000	NO COST	NO COST	NO COST	NO COST	NO COST
CUPS	24 oz.	1000	NO COST	NO COST	NO COST	NO COST	NO COST
CUPS	32 oz.	1000	NO COST	NO COST	NO COST	NO COST	NO COST
LIDS	16 oz./24 oz.	2000	NO COST	NO COST	NO COST	NO COST	NO COST
LIDS	32 oz.	2000	NO COST	NO COST	NO COST	NO COST	NO COST

PBV BOTTLE & CAN PORTFOLIO



FUNCTIONAL

KICKSTART 16 OZ.

Orange Citrus
Fruit Punch
Black Cherry
Midnight Grape
Pineapple Orange Mango



AMP ENERGY

Original 16oz



ROCKSTAR 16 OZ.

Original
Punch
Recovery Orange
Recovery Lemonade
Recovery Berryade



ROCKSTAR FOCUS 16 OZ.

White Peach
Lemon Lime
Orange Pineapple



CELSIUS 12 OZ.

Sparkling Orange
Sparkling Grape
Sparkling Wild Berry
Sparkling Watermelon
Sparkling Strawberry Guava
Sparkling Kiwi Guava
Sparkling Fuji Apple Pear
Sparkling Strawberry Lemonade
Raspberry Acai Green Tea
Peach Mango Green Tea
Peach Vibe
Tropical Vibe
Arctic Vibe
Galaxy Vibe
Fantasy Vibe



CELSIUS ESSENTIALS 16 OZ.

Blue Crush
Cherry Limeade
Dragonberry
Orangeside
Mango Tango



MUSCLE MILK 14 OZ.

Chocolate
Vanilla
Pro 40 Knockout Chocolate
Pro 40 Intense Vanilla
Pro 40 Chocolate Peanut Butter



GATORADE

GATORADE

THIRST QUENCHER
Fruit Punch 20oz / 28oz
Cool Blue 20oz / 28oz
Lemon Lime 20oz / 28oz
Orange 20oz / 28oz
Fierce Grape 20oz / 28oz
Glacier Cherry 20oz / 28oz
Glacier Freeze 20oz / 28oz
Lime Cucumber 28oz
Fierce Strawberry 28oz
Fierce Green Apple 28oz
Fierce Blue Cherry 28oz
Frost Blitz 28oz
Frost Icy Charge 28oz



GATORADE ZERO

THIRST QUENCHER
G Zero Fruit Punch 28oz
G Zero Grape 28oz
G Zero Orange 28oz
G Zero Glacier Cherry 20oz / 28oz
G Zero Glacier Freeze 20oz / 28oz
G Zero Berry 28oz
G Zero Lemon Lime 28oz



GATORLYTE

RAPID REHYDRATION
20 OZ.
Strawberry Kiwi
Orange
Watermelon
Cherry Lime
Cucumber Lime
Mixed Berry
Glacier Freeze
Zero Sugar Lemon Lime
Zero Sugar Strawberry Kiwi
Zero Sugar Fruit Punch



FAST TWITCH

ENERGY DRINK 12 OZ.
Cool Blue
Glacier Freeze
Strawberry Watermelon
Grape



BETTER WITH



**PBV FOODSERVICE
BOTTLES & CANS PROGRAM**

PBV BOTTLE & CAN PORTFOLIO



CARBONATED SOFT DRINKS

PEPSI 20 OZ.

Pepsi
Diet Pepsi
Pepsi Zero Sugar
Pepsi Wild Cherry
Pepsi Zero Sugar Wild Cherry



MTN DEW 20 OZ.

Mtn Dew
Diet Mtn Dew
Mtn Dew Zero Sugar
Mtn Dew Major Melon
Mtn Dew Code Red
Mountain Dew Voltage



STARRY 20 OZ.

Starry
Starry Zero Sugar



CRUSH 20 OZ. Limited markets

Crush Orange
Crush Grape
Crush Strawberry
Crush Peach



SUNKIST 20 OZ. Limited markets

Sunkist Orange
Diet Sunkist Orange
Sunkist Grape
Sunkist Pineapple
Sunkist Strawberry



DR PEPPER 20 OZ.

Dr Pepper
Diet Dr Pepper
Dr Pepper Zero Sugar
Dr Pepper Cream Soda
Dr Pepper Cherry
Dr Pepper Cherry Zero Sugar



MUG ROOT BEER 20 OZ.



CHEERWINE 20 OZ.

SCHWEPPE'S GINGER ALE 20 OZ.

SOURT 20 OZ.

*Item availability varies by location



NON-CARBONATED AND TEAS

NATURE'S TWIST 20 OZ.

Lemonade
Orangeade
Sugar Free Lemonade
Sugar Free Strawberry Lemonade
Sugar Free Blueberry Lemonade



LIPTON 20 OZ.

Green Tea
Diet Green Tea
Peach Iced Tea
Brisk Lemon Iced Tea



PURE LEAF 18.5 OZ.

Pure Leaf Extra Sweet Tea
Pure Leaf Raspberry Tea
Pure Leaf Sweet Tea
Pure Leaf Unsweet Tea
Pure Leaf Lemon Tea
Pure Leaf Blackberry Tea
Subtle Sweet Tea
Pure Leaf Zero Sugar Sweet Tea



JUICE & MILK



DOLE 15.2 OZ.

Orange Juice
Apple Juice
Ruby Red Grapefruit



OCEAN SPRAY 15.2 OZ.

Cranberry
Cran-Grape



FRUIT SHOOT 10.1 OZ.

Berry Burst
Strawberry Raspberry
NAS Apple

GOOD 2 GROW

Apple (6 oz & 10 oz)
Fruit Punch (6 oz & 10 oz)
Strawberry Kiwi (6 oz & 10 oz)
Fruit Fusion (6 oz & 10 oz)
Grape (6 oz & 10 oz)
Tropical Fruit (6 oz & 10 oz)
Organic Chocolate Milk 8 oz
Organic Vanilla Milk 8 oz



STARBUCKS RTD COFFEE

FRAPPUCCINO 13.7 OZ.

Coffee
Mocha
Vanilla
Caramel
White Chocolate Mocha
Oat Milk Dark Chocolate Brownie
Oat Milk Caramel Waffle Cookie

NITRO COLD BREW 9.6 OZ.

Unsweetened, Black
Vanilla Sweet Cream

ESPRESSO 6.5 OZ.

Espresso & Cream
Espresso Salted Caramel Cream

DOUBLESHOT ENERGY 15 OZ.

Vanilla
Caramel
Caramel

TRIPLESHOT ENERGY 11 OZ.

French Vanilla
Café Mocha
Dark Caramel

COLD BREW 11 OZ.

Vanilla Sweet Cream
Salted Caramel Cream
Chocolate Cream

CAFE FAVORITES

COCONUT MILK DRINKS 14 OZ.

Pink Drink
Paradise Drink



MIXERS

SOFT DRINKS 7.5 OZ. CANS

Pepsi
Diet Pepsi
Pepsi Zero Sugar
Pepsi Wild Cherry
Mtn Dew
Starry
Starry Zero Sugar
Dr Pepper
Crush Orange
Cheerwine



SCHWEPPE'S 7.5 OZ. CANS

Ginger Ale
Diet Ginger Ale
Tonic Water
Diet Tonic Water
Club Soda



SCHWEPPE'S 1L

Tonic Water
Diet Tonic Water
Club Soda



HYDRATION

AQUAFINA

Aquafina 20oz
Aquafina 1 Liter

LIFEWTR

Lifewtr 20oz
Lifewtr 750mL
Lifewtr 11liter

BUBLY 12 OZ. & 16 OZ. CANS

Lime
Blackberry

BUBLY BURST 16.9 OZ.

Triple Berry
Peach Mango
Watermelon Lime
Pineapple Tangerine
Cherry Lemonade
Tropical Punch

PROPEL 20 OZ.

Strawberry Lemonade
Kiwi Strawberry
Grape
Watermelon
Berry
Black Cherry

PROPEL FITNESS WATER 1L

Kiwi Strawberry
Berry
Grape

GATORADE WATER 1L

Twist-off or Sport Cap

VITA COCO

Coconut Water 500mL, 16.9oz PET, 1L Tetra
Pressed Coconut Water 500mL, 16.9oz PET, 1L Tetra
Pineapple Coconut Water 500mL, 16.9oz PET, 1L Tetra
Peach & Mango Coconut Water 500mL, 16.9oz PET, 1L Tetra
Farmers Organic Coconut Water 500mL & 1L Tetra
Coconut Juice Drink with Pulp 16.9 oz Can
Coconut Juice Drink with Mango 16.9 oz Can



NAKED JUICE

NAKED JUICE 15 OZ.

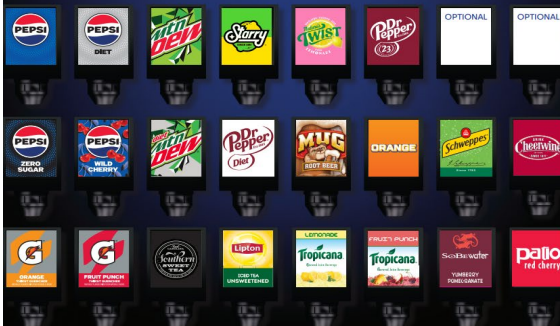
Green Machine
Mighty Mango
Blue Machine
Strawberry Banana



PBV FOUNTAIN PORTFOLIO



THE CAROLINAS' #1 FOUNTAIN LINE-UP.



BAR GUN MIXERS

PBV's Bar Gun program offers convenience, ease of operation, less waste, and a competitive cost per ounce.



JANUARY, 2024

BETTER WITH



**PBV FOODSERVICE
FOUNTAIN PROGRAM**

PROPOSAL OPTION

5 YEAR PROPOSAL OPTION

FULL SERVICE VENDING COMMISSIONS TABLE

Commission Standard								
	20oz CSD	NC 20oz	Aquafina 20oz	Gatorade 20oz	DoubleShot	16oz Celsius	16oz RockStar	KickStart
Case Count	24	24	24	24	12	12	24	12
Vend Price	\$1.75	\$1.75	\$1.75	\$2.00	\$3.50	\$3.25	\$3.00	\$2.00
Commission	\$4.06	\$4.06	\$4.06	\$4.64	\$4.06	\$3.77	\$6.96	\$2.32
Comm Percentage	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%

*Commissions paid on cash vend rate gross revenue

*PBV is responsible for paying all state taxes

*PBV does not charge delivery fees for Full-Service Vending

*Vend prices on table are cash discounted prices

*There will be a \$.25 increase on vendors during the summers of 2025 and 2027. If any other increases are needed, this will be discussed with the City of High Point before any action is taken.



5 YEAR PROPOSAL

Funding Sponsorships	Year 1 Amount Payments & Values	Year 2	Year 3	Year 4	Year 5	5 Year Amount Payments & Totals
Annual Sponsorship	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00
Up to 60 donated cases of (1,000) cups @ \$65.00 per case (current pricing)	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$19,500.00
Up to 30 donated cases of (1,000) lids @ \$43.00 per case (current pricing)	\$860.00	\$860.00	\$860.00	\$860.00	\$860.00	\$4,300.00
Up to 100 cases of donated cans/.5 L Bottles @ annual pricing rate years 1-5	\$1,000.00	\$1,030.00	\$1,060.00	\$1,090.00	\$1,120.00	\$5,300.00
Plus commissions, 2,400 case assumptions	\$10,094.00	\$11,534.00	\$11,534.00	\$12,974.00	\$12,974.00	\$59,110.00
Funding Sponsorship Totals	\$20,854.00	\$22,324.00	\$22,354.00	\$23,824.00	\$23,854.00	\$113,210.00

*The annual funding that is provided to the customer will be used at their discretion and for the purpose of the ice machine maintenance

*Annual sponsorship payments are earned over the term for which they are paid

*Free cases are not for re-sale

*Vend prices on table are cash discounted prices.

BID RECOMMENDATION

DEPARTMENT: **Parks and Recreation**

COUNCIL AGENDA DATE: **August 19, 2024**

BID NO.: **31-041824** CONTRACT NO.: DATE OPEN: **April 18, 2024**

DESCRIPTION:

A City-Wide Beverage Vending Services Contract for 3-years with two one-year renewal options.

PURPOSE:

To provide beverage vending services in various Parks & Recreation locations and vending machines throughout the City.

COMMENTS:

Not to exceed amount for purchases for five Park & Recreation facilities over a five year period

RECOMMEND AWARD TO: **Pepsi Bottling Ventures** AMOUNT: **\$295,000**

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101431	529181	101001050250	52030	
101431	529181	101001050010	52030	
101431	529181	101001050020	52030	
101431	529181	101001050150; 101004450020	52030	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Lee Tillery** Digitally signed by Lee Tillery Date: 2024.07.31 17:02:54 -04'00' DATE: **7/31/2024**

The Purchasing Division concurs with recommendation submitted by the **Parks and Rec** and recommends award to the lowest responsible, responsive bidder **Pepsi Bottling Ventures** in the amount of **\$295,00.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.07.31 17:13:34 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.06 09:22:26 -04'00' DATE: **8/6/24**

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Strategic Initiatives Application – Envisio Solutions, Inc.	
FROM: Meredith Martin, Strategic Initiatives Manager	MEETING DATE: August 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Bid Recommendation Form	

PURPOSE: Approval of a contract with Envisio Solutions, Inc. for a strategic initiatives application.

BACKGROUND: The City of High Point evaluated cloud-based system options for strategic planning and performance management systems to aid with the collection, tracking, and reporting of the City's strategic plan, performance measures, and major strategic projects. The Budget and Evaluation Department recommends Envisio Solutions, Inc. for this solution, which will occur under the purchasing contract OMNIA EDU R191902.

Staff recommends entering into a five-year subscription agreement with Envisio Solutions, Inc. for a total cost of \$183,208.58. The first-year costs for this project include \$18,925 for implementation services, \$29,500 for the first-year subscription fee, and \$1,277.45 in fees.

The strategic plan, performance measures, and major strategic projects will be implemented simultaneously within approximately six months upon execution of the agreement.

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Budget and Evaluation Department recommends approval of the contract to Envisio Solutions, Inc. in the amount of \$183,208.58 and that the appropriate city officials be authorized to execute all necessary documents



BID RECOMMENDATION

DEPARTMENT: Budget and Evaluation

COUNCIL AGENDA DATE: August 19, 2024

BID NO.: N/A CONTRACT NO.: OMNIA EDU R191902 DATE OPEN: N/A

DESCRIPTION:

Contract for strategic initiatives software application.

PURPOSE:

The software provides strategic planning and performance management systems to aid with the collection, tracking, and reporting of the strategic plan, performance measures, and major strategic projects.

COMMENTS:

The total cost of the contract is \$183,208.58. The purchase will occur under the purchasing contract OMNIA EDU R191902. Funds are available in the FY 2024-25 budget for the implementation and first year costs. Costs for subsequent years will be included in future budgets.

RECOMMEND AWARD TO: Envisio Solutions, Inc. AMOUNT: \$183,208.58

JUSTIFICATION:

The application will allow for a one-stop shop for all strategic initiative efforts including implementation and tracking of progress for the City's strategic plan, collection of department performance measures, strategic project status and tracking, reporting features, and internal and public dashboards.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401240	527101	401231031005	53010	\$183,208.58
TOTAL BUDGETED AMOUNT				\$183,208.58

DEPARTMENT HEAD: Stephen Hawryluk Digitally signed by Stephen Hawryluk
Date: 2024.08.07 10:56:13 -04'00' DATE: 8-7-2024

The Purchasing Division concurs with recommendation submitted by the Budget Department and recommends award to the lowest responsible, responsive bidder Envisio Solutions, Inc. in the amount of \$183,208.58.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.08.07 13:19:32 -04'00' DATE: 8/7/2024

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.08.07 14:59:34 -04'00' DATE: 8/7/24

CITY MANAGER: DATE:

(For City Council Approval Only)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Agreement for Professional Service with RS&H Architects-Engineers-Planners, Inc	
FROM: Greg Venable, Transportation Director	MEETING DATE: August 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: March 1, 2024
ATTACHMENTS: Contract Scope Fee	

PURPOSE: Award of a contract to provide professional transportation engineering services to evaluate and optimize the signal timing of the 239 traffic signals within the City of High Point Signal System. RS&H shall provide professional engineering services necessary for evaluating the current operation to develop optimized signal timing plans, implement and fine-tune the new plans, and evaluate the final operational benefits associated with the work performed.

BACKGROUND: The city's signal system is evaluated approximately every ten years to ensure the system is operating at the optimal level, and we are taking advantage of the most recently developed traffic signal timing technologies. Our last signal timing study was completed in 2014. The city issued a Request for Qualifications (RFQ) on March 1, 2024. Five proposals were received and were scored by Transportation Staff based on four criteria, Project Execution, Staff Qualifications, Project Experience, and Performance, Relationships, and Partnerships. The highest scoring firm was RS&H. RS&H will provide the described professional services for a lump sum fee of \$1,522,524.

BUDGET IMPACT: Funding for this project is from the High Point Metropolitan Planning Organization (HPMPO) Congestion Mitigation and Air Quality (CMAQ) program. CMAQ funding consists of 80% federal dollars and 20% local match. The 20% local match of \$304,505 is included in the FY25 Transportation Department Capital Budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends approval of this contract to RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524.00 and authorizing appropriate city staff to execute all necessary documents.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made on July 11, 2024 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and RS&H Architects-Engineers-Planners, Inc., a(n) North Carolina corporation (“**Consultant**”). The City and Consultant are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

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

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

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

SECTION I. ENGAGEMENT OF CONSULTANT

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

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

SECTION II. PROVISION OF THE SERVICES

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

B. Fees. The City will pay Consultant for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Consultant under this Agreement not to exceed \$1,522,524.00.

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

SECTION III. RESPONSIBILITIES OF CONSULTANT AND CITY

A. Consultant's Responsibilities.

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

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

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

4. It shall be the responsibility of Consultant to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of cardinal importance with respect to Consultant's performance of the Services.

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

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

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

reasonable request, Consultant shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

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

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

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

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

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

B. The City's Responsibilities.

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

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

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

SECTION IV. TERM

A. Duration. The term of this Agreement (the “**Term**”) will commence on the Effective Date and will expire upon completion of Consultant’s performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

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

A. Invoices.

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

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

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

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

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

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

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

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

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

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

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

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Consultant shall have new insurance policies in place that meet the requirements of this **Section VI** ;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

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

B. Indemnification.

1. General Indemnification. Consultant shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an "**Indemnitee**") from and against all third-party losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees

(collectively, “**Losses**”) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property to the extent caused by the willful, fraudulent, or negligent acts or omissions of Consultant or its Personnel; and

(b) Consultant’s breach of any representation, warranty, or obligation of Consultant set forth in this Agreement.

2. Intellectual Property Indemnification. Consultant shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City’s receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Consultant shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Consultant; (b) use of any Deliverables in combination with any materials or equipment not supplied to the City or specified by Consultant in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Consultant or its Personnel.

SECTION VII. TERMINATION

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

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

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

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

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A.8**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, **Section X**, and

Section XI, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. CONSULTANT’S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Consultant represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Consultant also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Consultant’s breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

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

C. Skill, Title, Non-Infringement, and Conformity with Specifications. Consultant represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location (the “Standard of Care”) and shall devote adequate resources to meet its obligations under this Agreement;

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

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

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

D. Confidential Information. Consultant agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Consultant may disclose the Confidential Information to its Personnel and legal advisors who have a “need to know”, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential

Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Consultant becomes legally compelled to disclose any Confidential Information, Consultant shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Consultant remains required by law to disclose any Confidential Information, Consultant shall disclose no more than that portion of the Confidential Information which, on the advice of Consultant's legal counsel, Consultant is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Consultant without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Consultant; (c) is developed by Consultant independently of, and without reference to, any Confidential Information of the City; or (d) is received by Consultant from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

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

SECTION IX. MEETINGS

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

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

SECTION X. PROFESSIONAL ENDORSEMENTS

All final plans, documents, reports, studies, and other Deliverables prepared by Consultant pursuant to this Agreement and that customarily bear the professional endorsement or seal of a licensed professional will bear such an endorsement or seal of a person in the full employ of Consultant or its subcontractors

and duly registered in the appropriate professional category. Specifications for any such endorsement or seal may be made set forth on **Exhibit A**.

SECTION XI. MISCELLANEOUS

A. Entire Agreement; Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Consultant on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Consultant's proposal for the Services, in which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Consultant for the Services, the documentation and deliverables to be provided in connection with the Services, any deliverables required to bear Consultant's professional seal or endorsement, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

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

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

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

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North

Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party (defined as the Party recovering or defending more than 50 percent of the claim) shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

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

I. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

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

If to the City:

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

If to Consultant:

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

K. Disclosure. Consultant agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing. Consultant also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

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

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

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

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

The City:

CITY OF HIGH POINT

By: _____

Name: Tasha Logan Ford

Title: City Manager

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

Consultant:

RS&H ARCHITECTS-ENGINEERS-PLANNERS,
INC.

By: _____

Name: _____

Title: _____

Consultant's address for notices:

Attn: _____

EXHIBIT A

to

AGREEMENT FOR PROFESSIONAL SERVICES

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

(See attached)

High Point Department of Transportation

Signal Timing Study Scope of Services

The City of High Point, North Carolina, (hereafter referred to as the City) has contracted with RS&H Architects Engineers Planners, Inc. (hereafter referred to as the Firm) to provide professional transportation engineering services to evaluate and optimize the signal timing of the 239 traffic signals within the City of High Point Signal System. The Firm shall provide professional engineering services necessary for evaluating the current operation to develop optimized signal timing plans, implement and fine-tune the new plans, and evaluate the final operational benefits associated with the work performed.

Work performed under this scope shall be under the direct charge of a licensed North Carolina Professional Engineer.

Existing Signals, Existing Timing Plans, and Assumptions

The following is a list of the corridors in the High Point Signal System, the number of signals and timing plans for each, and assumptions regarding signal timing analysis:

Corridors

1. N Main St
 - Existing Signals: 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps.
 - Existing Timing Plans: Weekday plans range from 0 to 7, but most have 5 weekday plans. Weekend plans range from 0 to 4, but most have 3 weekend plans.
 - Assumptions:
 - 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps will be analyzed for 5 weekday plans and 3 weekend plans.
2. S Main St
 - Existing Signals: 7 signals from Ward Ave to Nathan Hunt Dr.
 - Existing Timing Plans: Weekday plans range from 5 to 6 weekday plans. There are 3 weekend plans.
 - Assumptions:
 - 7 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 weekday plans and 3 weekend plans.
3. S Main St
 - Existing Signals: 9 signals from Fraley Rd to Liberty Dr/Trindale Rd.
 - Existing Timing Plans: Weekday plans range from 5 to 7 weekday plans. Weekend plans are 3 with the exception of one signal with 7 and one that is free.
 - Assumptions:
 - 9 signals from Fraley Rd to Liberty Dr/Trindale Rd will be analyzed for 7 weekday plans and 3 weekend plans.
4. Eastchester Dr
 - Existing Signals: 10 signals from Johnson St to Cypress Ct/Gordon Road.
 - Existing Timing Plans: Weekday plans range from 1 to 9, but most have 8 weekday plans. Weekend plans range from 4 to 6, but most have 5 weekend plans.
 - Assumptions:
 - 10 signals from Johnson St to Cypress Ct/Gordon Road will be analyzed for 9 weekday plans and 5 weekend plans.
5. Eastchester Dr

- Existing Signals: 9 signals from Deep River Rd to Gallimore Dairy Rd.
 - Existing Timing Plans: Weekday plans range from 6 to 8 plans. There are 3 weekend plans.
 - Assumptions:
 - 9 signals from Deep River Rd to Gallimore Dairy Rd will be analyzed for 7 weekday plans and 3 weekend plans.
6. Central Business District
- Existing Signals: 49 signals in this downtown corridor/network.
 - Existing Timing Plans: There are 3 weekday plans and 3 weekend plans.
 - Assumptions:
 - 49 signals in the CBD will be analyzed for 3 weekday plans and 3 weekend plans.
7. Wendover Ave
- Existing Signals: 8 signals from Penny Rd to Piedmont Pkwy.
 - Existing Timing Plans: There are 5 weekday plans and 1 weekend plan.
 - Assumptions:
 - 8 signals from Penny Rd to Piedmont Pkwy will be analyzed for 5 weekday plans and 1 weekend plan.
8. Westchester Dr
- Existing Signals: 9 signals from Lexington Ave to English Rd @ South Rd.
 - Existing Timing Plans: There are 6 weekday plans but one signal runs free and there is another signal w/ 1 plan. All signals run free on the weekend.
 - Assumptions:
 - Add Market Center Dr at Old Thomasville Rd signal from Corridor 18.
 - 10 signals from Lexington Ave to Old Thomasville Rd will be analyzed for 6 weekday plans and NO weekend plan.
9. Skeet Club Rd
- Existing Signals: 8 signals from Oak Hollow Shopping Center Entrance to Johnson St @ Old Mill Rd.
 - Existing Timing Plans: Entire corridor always operates Free.
 - Assumptions: Distance from Waterview Rd to Johnson St is 1 mile and coordination between the two is unlikely. Thus, 6 signals from Oak Hollow Shopping Center to Waterview Rd will be analyzed for 4 weekday plans and 2 weekend plans.
10. Dr. ML King Jr Dr
- Existing Signals: 12 signals from University Pkwy to US 29 NB Ramp.
 - Existing Timing Plans: 5 weekday plans and 1 weekend plan. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
 - Assumptions:
 - MLK at University Pkwy move to University Pkwy Corridor 11.
 - 11 signals from Hoskins St/Onoka Ave to US 29 NB Ramp will be analyzed for 5 weekday plans and 1 weekend plan.
11. University Pkwy
- Existing Signals: 16 signals from Kearns Ave to Main St. However, Main St is double counted from Corridor 1.
 - Existing Timing Plans: 3 weekday plans from Kerns Ave to Leonard Ave. and 1 weekend plan. Signals from Davis Ave to Lexington, and East Mall to Old Winston Rd @ Oakview Rd run free during the weekdays. Davis has 3 plans during the weekend. Eat Mall and West Mall have 3 plans on Saturday and 3 plans on Sunday. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
 - Assumptions:
 - Main St accounted for in Corridor 1.

- MLK at University Pkwy move from Corridor 10 to University Pkwy Corridor 11.
- 15 signals from Kearns Ave to Old Winston Rd @ Oakview Rd will be analyzed for 3 weekday plans and 3 weekend plans.
- Coordinate with Corridors 4 and 22.
- Market plans from Dr. ML King Jr Dr to Eastchester Dr will be developed and will be included in a combined Corridors 4, 11, and 22 network.

12. Main St (Archdale)

- Existing Signals: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr.
- Existing Timing Plans: 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr will be analyzed for 4 weekday plans and 1 weekend plan.

13. Main St (Jamestown)

- Existing Signals: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd.
- Existing Timing Plans: For most signals, 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd will be analyzed for 4 weekday plans and 1 weekend plan.

14. Lexington Ave/Jamestown Pkwy

- Existing Signals: 6 signals from Montlieu Ave to Greensboro Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 3 weekend plans.
- Assumptions: 6 signals from Montlieu Ave to Greensboro Rd will be analyzed for 5 weekday plans and 3 weekend plans.

15. Brentwood St

- Existing Signals: 5 signals from Green Dr to Springfield Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Green Dr to Springfield Rd will be analyzed for 5 weekday plans and 1 weekend plan.

16. Green Drive/Fairfield Road

- Existing Signals: 5 signals from Trinity Rd to Surrett Dr.
- Existing Timing Plans: A maximum of 4 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Trinity Rd to Surrett Dr will be analyzed for 4 weekday plans and 1 weekend plan.

17. Guilford College Rd

- Existing Signals: 6 signals from Hickory Grove Rd to Guilford Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - Distance from Piedmont Pkwy/Hilltop Rd to Mackay Rd/Thorndike Rd is 1.3 miles and coordination between the two is unlikely.
 - 4 signals from Hickory Grove Rd to Piedmont Pkwy/Hilltop Rd will be analyzed for 5 weekday plans and 1 weekend plan (to match number of plans on Wendover).

18. Market Center Dr

- Existing Signals: 5 signals from Old Thomasville Rd to Surrett Dr.
- Existing Timing Plans: Entire corridor always operates Free, except for Old Thomasville Rd which appears to be coordinated with Corridor 8 (Westchester).
- Assumptions:
 - Move Old Thomasville Rd to Corridor 8.
 - 4 signals from Green Dr to Surrett Dr will be analyzed for 5 weekday plans and 1 weekend plan.

19. Prospect St

- Existing Signals: 2 signals from Eugene Ave to Blandwood Dr.

- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 2 signals will be analyzed for 4 weekday plans and 1 weekend plan.
 - No before or after travel time runs (only ~1,100 feet between the signals).

20. Green Dr

- Existing Signals: 3 signals from Brentwood St to I-74 EB Ramp.
- Existing Timing Plans: 3 weekday plans and 1 weekend plan.
- Assumptions:
 - 3 signals will be analyzed for 3 weekday plans and 1 weekend plan.
 - No before or after travel time runs (only ~1,600 feet between the Brentwood and I-74 EB Ramp).

21. Johnson St

- Existing Signals: 3 signals from I-74 WB Ramp to Oakview Rd.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
 - 3 signals will be analyzed for 6 weekday plans.
 - No before or after travel time runs (only ~2,260 feet between the Brentwood and I-74 EB Ramp).

22. Centennial St

- Existing Signals: 3 signals from Qubein Ave to Beaucrest Ave. This does not account for University Pkwy which is accounted for in Corridor 11.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
 - 3 signals will be analyzed for 6 weekday plans.
 - Coordinate with Corridors 4 & 11.

23. Barrow Rd

- Existing Signals: 2 signals from Southwest School Rd to Willard Dairy Rd
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 2 signals will be analyzed for 4 weekday plans and NO weekend plans.
 - No before or after travel time runs (only ~1,950 feet between the signals).

24. Hwy 62 (Liberty Rd)

- Existing Signals: 3 signals from Fairfield Rd/Aldridge Rd to I-85 NB Ramps
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 3 signals will be analyzed for 4 weekday plans and NO weekend plans.
 - No before or after travel time runs (corridor only ~7/10ths of a mile long).

25. Jamestown Pkwy

- Existing Signals: 4 signals from Manor Dr to Harvey Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 4 signals from Manor Dr to Harvey Rd will be analyzed for 4 weekday plans and NO weekend plans.

○

26. Piedmont Pkwy

- Existing Signals: 2 signals from Morris Farm Dr to Tarrant Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:

- 2 signals from Morris Farm Dr to Tarrant Rd will be analyzed for 2 weekday plans and NO weekend plans.
 - No before or after travel time runs (only ~1/2 mile between the signals).
- US 29 / I-74 Interchange
- 27. US 29 / I-74 Interchange
 - Existing Signals: 4 signals in interchange.
 - Existing Timing Plans: Entire corridor always operates Free.
 - Assumptions:
 - 4 signals will be analyzed for 4 weekday plans and NO weekend plans.
 - No before or after travel time runs.
- 28. Isolated / Unaccounted Signals
 - Existing Signals: 23 signals in City not accounted for in Corridors 1 through 27.
 - Existing Timing Plans: Entire corridor always operates Free.
 - Assumptions:
 - TMCs will be collected for all 23 signals.
 - Evaluations will be conducted if there are any remaining funds.
 - No before or after travel time runs.

In addition to the corridors with their regular TOD, several corridors have Market plans.

- Corridor 1 - N Main St
 - Existing Signals: 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd.
 - Existing Market Timing Plans: Market plans range from 6 to 9, but most signals have 7 plans.
 - Assumptions:
 - 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd will be analyzed for 7 Market plans.
- Corridor 2 - S Main St
 - Existing Signals: 6 signals from Ward Ave to Nathan Hunt Dr.
 - Existing Timing Plans: There are 6 Market plans.
 - Assumptions:
 - 6 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 Market plans.
- Corridor 4 - Eastchester Dr
 - Existing Signals: 5 signals from Johnson St to Cypress Ct/Gordon Road have market plans.
 - Existing Timing Plans: Market plans range from 7 to 9, but most have 9 Market plans.
 - Assumptions:
 - Include the following signals into Corridor 4 Market plan analysis:
 - 1 signal at University Pkwy and Dr ML King Jr Dr (Corridor 11)
 - 3 signals on Centennial St from Lexington Ave to Beaucrest Ave (Corridor 22)
 - 9 signals will be analyzed for 9 Market plans.
- Corridor 5 - Eastchester Dr
 - Existing Signals: 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave.
 - Existing Timing Plans: 2 signals have 7 Market plans and 1 has 9 Market plans.
 - Assumptions:
 - 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave will be analyzed for 7 Market plans.

The Firm is responsible for completing each of the following tasks over the course of the life of the project.

Task 1: Project Management

The Firm will manage and administer the project with the City throughout the duration of this assignment. This includes the coordination of meetings, technical aspects of the assignment, and submittals.

Work Standards

Plans will be prepared in accordance with the latest edition of the following:

- NCDOT Signal System Timing Philosophy Manual
- The Manual on Uniform Traffic Control Devices (MUTCD)
- North Carolina Supplement to the MUTCD

The Firm shall notify the City in advance of performing any field work.

Invoices and Progress Reports

All invoices shall be accompanied by a progress report with the following:

- Work accomplished during the report period.
- Table depicting corridors, percent of total fee for each corridor, percent of each corridor complete to date, percent of fee complete for each corridor, and total percent complete for the report period.
- Unusual problems or issues encountered during the report period.
- Proposed actions for the next reporting period.

Schedule

The Firm shall commence work once receiving the Notice to Proceed (NTP) and complete the project no later than May 31, 2026. The Firm's intent is to develop and implement regular time-of-day (TOD) timing plans for approximately one third of the 239 signals each during Fall 2024, Spring 2025, and Fall 2025. The Firm will also develop Furniture Market timing plans with data collection and existing timing analysis during Fall 2024, optimization and implementation/fine-tuning during Spring 2025, and any necessary plan refinement during the Fall 2025. Further fine-tuning, if necessary, of the market plans will be finalized during Spring 2026. Standard review time by the city is two weeks, although additional time is required if multiple submittals are received simultaneously.

Reasonable extensions for unforeseen delays may be allowed as agreed to by mutual consent between the Firm and the City.

Existing System Data

The city staff will provide all existing data available for the system including Centrac's timing databases (electronic form), any Synchro files, and any current signal plans for City signals.

Project Kick-Off Meeting

Upon notice to proceed, the Firm will schedule and coordinate a project kick-off meeting involving all key City staff and the Firm's key team members. This meeting will provide an environment to define clear lines of communication, clarify fine points of the scope, discuss basic timing parameter

development, ensure consistent application of signal timing philosophies, emphasize critical schedule points, identify project goals and objectives, review any reporting requirements, and ensure uniform understanding of the evaluation plan.

Signal Timing Teams Coordination Meeting

Upon notice to proceed, the Firm will host a coordination meeting of all team members to set uniform signal timing development procedures.

Task 2: Corridor Kick-Off Meeting and Signal Timing Score Card

The Firm and City staff shall conduct a kick-off meeting for each corridor. Multiple corridors can be combined into one kick-off meeting. The Firm's project manager, technical advisor, and signal timing team leaders will attend these meetings. Participants will discuss in depth the quantitative and qualitative goals of the optimization process for each existing timing plan of each corridor. Critical intersections will be identified. Possible expansion/reduction of the corridor boundaries and whether coordination between adjacent corridors is possible or advisable will be discussed.

The Firm will use an 8.5"x11" signal timing score card for each corridor and timing plan combination. It will contain space for essential information such as number of signals, the time plan schedule, corridor context, the objectives of the timing, and measures of effectiveness (MOEs). Tables will also be provided for Synchro MOEs, existing/proposed cycle lengths, and before/after travel time results.

This meeting may be held virtually via Microsoft Teams.

Task 3: Field Data Collection

Turning Movement Counts

The Firm will be responsible for collecting weekday 12-hour turning movement counts (TMCs) at all 239 of the signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected.

The Firm will be responsible for collecting weekend 12-hour TMCs at 36 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

The Firm will be responsible for collecting Furniture Market 12-hour TMCs at 12 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

Field Investigations

The Firm will conduct field surveys to:

- verify intersection geometrics,
- speed limits,
- signal equipment working order,
- timing parameters,

- signal phasing,
- identify trouble areas (excessive queues, turn lane spillovers, and platoons arriving too early or late),
- identify adjacent land uses,
- limited number of saturation flow rate spot checks.

The Firm will provide red-lined signal plans to the City that indicate changes or equipment issues.

Task 4: Evaluation of Existing Signal System Operations

Signal Timing Model Base Files

The Firm will enter (or verify) existing geometric parameters into Synchro. It will also enter/verify the existing timing parameters and new TMCs. The Synchro files will be exported to Tru-Traffic files for the before travel time studies.

Before Travel Time Studies

The Firm will conduct before travel time studies (BTTs) with Tru-Traffic to calibrate the Synchro models as well as provide an MOE baseline. The BTTs will be conducted in accordance with NCDOT's [Standard Practice for Travel Time Runs](#). However, if there is a great disparity in speed between two adjacent lanes, the timing team members will drive half of the runs solely in the left lane and the remaining half of the runs in right lane. This will better capture the true variation in link speeds to enable better calibration of the Synchro models.

Synchro Model Calibration

The Firm will code the Synchro corridor for one time period, usually AM Peak, and conduct a two-step quality check (QC). Once the AM Peak Synchro corridor is coded with the geometric, volume, and existing signal timing data, we will use SimTraffic to detect coding errors and omissions not readily detected in Synchro. The signal timing team will then calibrate Synchro by visually validating the SimTraffic simulation by comparing it to observed existing field conditions, and comparing the simulated travel time results with the BTTs. Once satisfied with the calibration of the first time period, the Firm will then proceed to calibrate the remaining time period models using the same methods.

The Firm's signal timing team leaders will then conduct a QC check to ensure small mistakes are not carried out through the entire optimization process.

Task 5: Develop Signal System Timing Plans

Model Optimization

The Firm will optimize corridor signals' cycle length, splits, phase order, offsets, and/or other timing parameters to meet the City's objective(s) for the corridor and maximize MOE improvement. The Firm will use Synchro, Tru-Traffic, and SimTraffic to accomplish this.

Once the best timing plans are achieved, the Firm's Quality Assurance Leader will conduct quality checks on the timing plans to provide an independent check and ensure uniformity of product.

Time-of-Day Schedule and Number of Timing Plans

The Firm will conduct analysis of each hour within the existing Time-of-Day (TOD) schedule to determine if any plans can be eliminated. The Firm will analyze the hour TMCs with the optimized timing plan developed for that hour, as well as the preceding and following optimized timing plans to determine whether the plan can be eliminated. This will also serve to identify an accurate determination of break points between the timing plans.

This task does not include the following:

- Controller cabinet testing of proposed timing plans
- Centrac's graphics development
- Verification of detector assignment or logging

Task 6: Preliminary Signal Timing Score Card and Meeting

The Firm will submit an updated corridor signal timing score card for each corridor and time period combination. In addition to the information filled in during the corridor kick-off meeting, the score card will list the strategies and tactics used in the optimization. The Synchro MOEs table will be filled in with the existing and proposed timing plan values. The travel time results table will have the before travel time results. The score card will also contain a design narrative that succinctly describes assumptions, methodology, challenges, and decisions encountered in the optimization process.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs. The second will show the proposed timing plan parameters.

City staff will have two weeks to review the score cards.

After reviewing the score cards for a corridor, the city staff, Firm project manager and signal timing team leader will meet to discuss the results. A decision will then be made whether the anticipated MOE gains are worth proceeding to implementation.

If the decision is made to proceed to implementation, the Firm will enter the proposed timing parameters and TOD schedule into the electronic Centrac's database and submit them to the city.

Task 7: Field Implementation and Fine-Tuning of New Timing Plans

The Firm will provide an implementation schedule to the city two weeks prior to the proposed implementation date. Multiple corridors will be implemented at the same time to maximize efficient use of personnel. One team member will be in the Traffic Management Center to have an overview of the corridor via CCTV cameras while the other team members will be observing traffic at the intersections and along corridors, and conducting preliminary after travel time studies.

Signal timing team members will call in fine-tuning timing plan changes as necessary. City staff will enter the changes in Centrac's.

Synchro and Tru-Traffic files will be updated as fine-tuning changes are made.

Proposed TOD start/end times will be validated to ensure they are proper for the traffic conditions.

Without additional cost to the city, the Firm shall be responsible for responding to any operational issues related to the final signal timing plans for up to one (1) month after final implementation and fine-tuning.

Task 8: Evaluation of Signal System Operations (Travel-Time Runs)

Once the city and the Firm are satisfied with the fine-tuning effort, the Firm will conduct After Travel Time Studies (ATTs). The timing teams will conduct the ATTs in the same way the BTTs were conducted - same drivers, same days, same methods.

Outputs of the Tru-Traffic reports must include Cumulative Travel Time (CTT), Cumulative Delay (CD), Cumulative Stop Delay (CStopD), CStops, LOSDelay, CAS.

Task 9: Final Corridor Signal Timing Score Card

The Firm will submit a final corridor signal timing score card for each corridor and time period combination. The score cards will be updated so that the Synchro MOEs table reflects the final timing plan MOE values. Likewise, the travel time table will be updated with the final timing plan after travel time results. The design narrative section will be updated with any applicable changes or actions taken during fine-tuning.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs as it was in Task 5. The second will show the final timing plan parameters and the after travel time runs.

City staff will have two weeks to review the score cards.

Task 10: Corridor Closeout Meetings with City Staff

The Firm shall meet with city staff at the end of each timing season (Fall 2024, Spring 2025, Fall 2025, and the Market), for up to four hours per meeting, to review and explain all work done on each corridor during the season. The discussion shall include review of the final corridor score cards, existing and final Tru-Traffic time-space diagrams, background information for decisions made regarding coordination schedules and cycle lengths, the before/after travel time results as well as any recommendations. These meetings will be held virtually via Microsoft Teams.

EXHIBIT B

to

AGREEMENT FOR PROFESSIONAL SERVICES

Certificate(s) of Insurance

(See attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 500 Jacksonville FL 32256	CONTACT NAME: Danielle Conklin PHONE (A/C, No, Ext): (904) 565-8286 E-MAIL ADDRESS: Danielle.Conklin@bbrown.com FAX (A/C, No): (904) 565-2440																					
INSURED RS&H, Inc. 10748 Deerwood Pk Blvd S See Second Page for All Named Insureds Jacksonville FL 32256	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>American Guarantee and Liability Insurance Company</td><td>26247</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Guarantee and Liability Insurance Company	26247	INSURER C:	Travelers Property Casualty Company of America	25674	INSURER D:	Continental Insurance Company	35289	INSURER E:			INSURER F:		
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INSURER D:	Continental Insurance Company	35289																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25 Liability**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket AI- PNC ☒ Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO1466409-02	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Blanket AI ☒ Blanket WOS	Y	Y	BAP1469564-02	06/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			See Attached	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 29,000,000 AGGREGATE \$ 29,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC0411471-02	06/28/2024	06/28/2025 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #1-2023-00179; High Point Signal Timing Study

City of High Point is included as additional insured with respect to the General Liability and Auto Liability policies when required by written contract. Waiver of subrogation in favor of City of High Point is included with respect to the General Liability, Auto Liability, and Workers' Compensation coverage when required by written contract. 30-day notice of cancellation provided per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of High Point
Attn: Erik Edwards
PO Box 230
High Point

NC 27261

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED RS&H, Inc
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Umbrella Total Limit: \$29,000,000
Primary \$9M - American Guarantee and Liability Insurance Company; Policy #AUC-1469558-02
\$10M XS \$9M - Travelers Property Casualty Company of America; Policy #EX-6T35064A-24-NF
\$10M XS \$19M - Continental Insurance Company; Policy #7039681430

NAMED INSURED LIST:

HB&A, LLC
Reynolds, Smith and Hills Architects – Engineers Planners, P.A.
Reynolds, Smith and Hills CS, Incorporated
Reynolds, Smith and Hills, Inc.
RS&H Alabama, Inc
RS&H Architect and Engineer, P.C.
RS&H Architects-Engineers-Planners, Inc.
RS&H Arkansas, Inc.
RS&H California, Inc.
RS&H Commercial Realty, Inc.
RS&H Idaho, P.C.
RS&H Illinois, inc.
RS&H Iowa, P.C
RS&H Maryland, Inc.
RS&H Massachusetts, Inc.
RS&H Michigan, Inc.
RS&H Mississippi, P.C.
RS&H Montana, P.C.
RS&H Nevada, Inc.
RS&H Ohio, Inc.
RS&H Oregon, Architects-Engineers-Planner, P.C.
RS&H Pennsylvania, Inc.
Tsiouvaras Simmons Holderness, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2024

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022		CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Lloyd's of London		85202
INSURED RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000		RS&HINC		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1596847691

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liab Incl. Pollution			B0146LDUSA2404894	6/28/2024	6/28/2025	Per Claim Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # 1-2023-00179

Project Name: High Point Signal Timing Study

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of High Point
PO Box 230
High Point NC 27261

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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High Point Department of Transportation

Signal Timing Study Scope of Services

The City of High Point, North Carolina, (hereafter referred to as the City) has contracted with RS&H Architects Engineers Planners, Inc. (hereafter referred to as the Firm) to provide professional transportation engineering services to evaluate and optimize the signal timing of the 239 traffic signals within the City of High Point Signal System. The Firm shall provide professional engineering services necessary for evaluating the current operation to develop optimized signal timing plans, implement and fine-tune the new plans, and evaluate the final operational benefits associated with the work performed.

Work performed under this scope shall be under the direct charge of a licensed North Carolina Professional Engineer.

Existing Signals, Existing Timing Plans, and Assumptions

The following is a list of the corridors in the High Point Signal System, the number of signals and timing plans for each, and assumptions regarding signal timing analysis:

Corridors

1. N Main St
 - Existing Signals: 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps.
 - Existing Timing Plans: Weekday plans range from 0 to 7, but most have 5 weekday plans. Weekend plans range from 0 to 4, but most have 3 weekend plans.
 - Assumptions:
 - 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps will be analyzed for 5 weekday plans and 3 weekend plans.
2. S Main St
 - Existing Signals: 7 signals from Ward Ave to Nathan Hunt Dr.
 - Existing Timing Plans: Weekday plans range from 5 to 6 weekday plans. There are 3 weekend plans.
 - Assumptions:
 - 7 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 weekday plans and 3 weekend plans.
3. S Main St
 - Existing Signals: 9 signals from Fraley Rd to Liberty Dr/Trindale Rd.
 - Existing Timing Plans: Weekday plans range from 5 to 7 weekday plans. Weekend plans are 3 with the exception of one signal with 7 and one that is free.
 - Assumptions:
 - 9 signals from Fraley Rd to Liberty Dr/Trindale Rd will be analyzed for 7 weekday plans and 3 weekend plans.
4. Eastchester Dr
 - Existing Signals: 10 signals from Johnson St to Cypress Ct/Gordon Road.
 - Existing Timing Plans: Weekday plans range from 1 to 9, but most have 8 weekday plans. Weekend plans range from 4 to 6, but most have 5 weekend plans.
 - Assumptions:
 - 10 signals from Johnson St to Cypress Ct/Gordon Road will be analyzed for 9 weekday plans and 5 weekend plans.
5. Eastchester Dr

- Existing Signals: 9 signals from Deep River Rd to Gallimore Dairy Rd.
 - Existing Timing Plans: Weekday plans range from 6 to 8 plans. There are 3 weekend plans.
 - Assumptions:
 - 9 signals from Deep River Rd to Gallimore Dairy Rd will be analyzed for 7 weekday plans and 3 weekend plans.
6. Central Business District
- Existing Signals: 49 signals in this downtown corridor/network.
 - Existing Timing Plans: There are 3 weekday plans and 3 weekend plans.
 - Assumptions:
 - 49 signals in the CBD will be analyzed for 3 weekday plans and 3 weekend plans.
7. Wendover Ave
- Existing Signals: 8 signals from Penny Rd to Piedmont Pkwy.
 - Existing Timing Plans: There are 5 weekday plans and 1 weekend plan.
 - Assumptions:
 - 8 signals from Penny Rd to Piedmont Pkwy will be analyzed for 5 weekday plans and 1 weekend plan.
8. Westchester Dr
- Existing Signals: 9 signals from Lexington Ave to English Rd @ South Rd.
 - Existing Timing Plans: There are 6 weekday plans but one signal runs free and there is another signal w/ 1 plan. All signals run free on the weekend.
 - Assumptions:
 - Add Market Center Dr at Old Thomasville Rd signal from Corridor 18.
 - 10 signals from Lexington Ave to Old Thomasville Rd will be analyzed for 6 weekday plans and NO weekend plan.
9. Skeet Club Rd
- Existing Signals: 8 signals from Oak Hollow Shopping Center Entrance to Johnson St @ Old Mill Rd.
 - Existing Timing Plans: Entire corridor always operates Free.
 - Assumptions: Distance from Waterview Rd to Johnson St is 1 mile and coordination between the two is unlikely. Thus, 6 signals from Oak Hollow Shopping Center to Waterview Rd will be analyzed for 4 weekday plans and 2 weekend plans.
10. Dr. ML King Jr Dr
- Existing Signals: 12 signals from University Pkwy to US 29 NB Ramp.
 - Existing Timing Plans: 5 weekday plans and 1 weekend plan. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
 - Assumptions:
 - MLK at University Pkwy move to University Pkwy Corridor 11.
 - 11 signals from Hoskins St/Oneka Ave to US 29 NB Ramp will be analyzed for 5 weekday plans and 1 weekend plan.
11. University Pkwy
- Existing Signals: 16 signals from Kearns Ave to Main St. However, Main St is double counted from Corridor 1.
 - Existing Timing Plans: 3 weekday plans from Kerns Ave to Leonard Ave. and 1 weekend plan. Signals from Davis Ave to Lexington, and East Mall to Old Winston Rd @ Oakview Rd run free during the weekdays. Davis has 3 plans during the weekend. East Mall and West Mall have 3 plans on Saturday and 3 plans on Sunday. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
 - Assumptions:
 - Main St accounted for in Corridor 1.

- MLK at University Pkwy move from Corridor 10 to University Pkwy Corridor 11.
- 15 signals from Kearns Ave to Old Winston Rd @ Oakview Rd will be analyzed for 3 weekday plans and 3 weekend plans.
- Coordinate with Corridors 4 and 22.
- Market plans from Dr. ML King Jr Dr to Eastchester Dr will be developed and will be included in a combined Corridors 4, 11, and 22 network.

12. Main St (Archdale)

- Existing Signals: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr.
- Existing Timing Plans: 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr will be analyzed for 4 weekday plans and 1 weekend plan.

13. Main St (Jamestown)

- Existing Signals: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd.
- Existing Timing Plans: For most signals, 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd will be analyzed for 4 weekday plans and 1 weekend plan.

14. Lexington Ave/Jamestown Pkwy

- Existing Signals: 6 signals from Montlieu Ave to Greensboro Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 3 weekend plans.
- Assumptions: 6 signals from Montlieu Ave to Greensboro Rd will be analyzed for 5 weekday plans and 3 weekend plans.

15. Brentwood St

- Existing Signals: 5 signals from Green Dr to Springfield Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Green Dr to Springfield Rd will be analyzed for 5 weekday plans and 1 weekend plan.

16. Green Drive/Fairfield Road

- Existing Signals: 5 signals from Trinity Rd to Surrett Dr.
- Existing Timing Plans: A maximum of 4 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Trinity Rd to Surrett Dr will be analyzed for 4 weekday plans and 1 weekend plan.

17. Guilford College Rd

- Existing Signals: 6 signals from Hickory Grove Rd to Guilford Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - Distance from Piedmont Pkwy/Hilltop Rd to Mackay Rd/Thorndike Rd is 1.3 miles and coordination between the two is unlikely.
 - 4 signals from Hickory Grove Rd to Piedmont Pkwy/Hilltop Rd will be analyzed for 5 weekday plans and 1 weekend plan (to match number of plans on Wendover).

18. Market Center Dr

- Existing Signals: 5 signals from Old Thomasville Rd to Surrett Dr.
- Existing Timing Plans: Entire corridor always operates Free, except for Old Thomasville Rd which appears to be coordinated with Corridor 8 (Westchester).
- Assumptions:
 - Move Old Thomasville Rd to Corridor 8.
 - 4 signals from Green Dr to Surrett Dr will be analyzed for 5 weekday plans and 1 weekend plan.

19. Prospect St

- Existing Signals: 2 signals from Eugene Ave to Blandwood Dr.

- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 2 signals will be analyzed for 4 weekday plans and 1 weekend plan.
 - No before or after travel time runs (only ~1,100 feet between the signals).

20. Green Dr

- Existing Signals: 3 signals from Brentwood St to I-74 EB Ramp.
- Existing Timing Plans: 3 weekday plans and 1 weekend plan.
- Assumptions:
 - 3 signals will be analyzed for 3 weekday plans and 1 weekend plan.
 - No before or after travel time runs (only ~1,600 feet between the Brentwood and I-74 EB Ramp).

21. Johnson St

- Existing Signals: 3 signals from I-74 WB Ramp to Oakview Rd.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
 - 3 signals will be analyzed for 6 weekday plans.
 - No before or after travel time runs (only ~2,260 feet between the Brentwood and I-74 EB Ramp).

22. Centennial St

- Existing Signals: 3 signals from Qubein Ave to Beaucrest Ave. This does not account for University Pkwy which is accounted for in Corridor 11.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
 - 3 signals will be analyzed for 6 weekday plans.
 - Coordinate with Corridors 4 & 11.

23. Barrow Rd

- Existing Signals: 2 signals from Southwest School Rd to Willard Dairy Rd
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 2 signals will be analyzed for 4 weekday plans and NO weekend plans.
 - No before or after travel time runs (only ~1,950 feet between the signals).

24. Hwy 62 (Liberty Rd)

- Existing Signals: 3 signals from Fairfield Rd/Aldridge Rd to I-85 NB Ramps
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 3 signals will be analyzed for 4 weekday plans and NO weekend plans.
 - No before or after travel time runs (corridor only ~7/10ths of a mile long).

25. Jamestown Pkwy

- Existing Signals: 4 signals from Manor Dr to Harvey Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
 - 4 signals from Manor Dr to Harvey Rd will be analyzed for 4 weekday plans and NO weekend plans.
-

26. Piedmont Pkwy

- Existing Signals: 2 signals from Morris Farm Dr to Tarrant Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:

- 2 signals from Morris Farm Dr to Tarrant Rd will be analyzed for 2 weekday plans and NO weekend plans.
 - No before or after travel time runs (only ~1/2 mile between the signals).
- US 29 / I-74 Interchange
- 27. US 29 / I-74 Interchange
 - Existing Signals: 4 signals in interchange.
 - Existing Timing Plans: Entire corridor always operates Free.
 - Assumptions:
 - 4 signals will be analyzed for 4 weekday plans and NO weekend plans.
 - No before or after travel time runs.
- 28. Isolated / Unaccounted Signals
 - Existing Signals: 23 signals in City not accounted for in Corridors 1 through 27.
 - Existing Timing Plans: Entire corridor always operates Free.
 - Assumptions:
 - TMCs will be collected for all 23 signals.
 - Evaluations will be conducted if there are any remaining funds.
 - No before or after travel time runs.

In addition to the corridors with their regular TOD, several corridors have Market plans.

- Corridor 1 - N Main St
 - Existing Signals: 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd.
 - Existing Market Timing Plans: Market plans range from 6 to 9, but most signals have 7 plans.
 - Assumptions:
 - 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd will be analyzed for 7 Market plans.
- Corridor 2 - S Main St
 - Existing Signals: 6 signals from Ward Ave to Nathan Hunt Dr.
 - Existing Timing Plans: There are 6 Market plans.
 - Assumptions:
 - 6 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 Market plans.
- Corridor 4 - Eastchester Dr
 - Existing Signals: 5 signals from Johnson St to Cypress Ct/Gordon Road have market plans.
 - Existing Timing Plans: Market plans range from 7 to 9, but most have 9 Market plans.
 - Assumptions:
 - Include the following signals into Corridor 4 Market plan analysis:
 - 1 signal at University Pkwy and Dr ML King Jr Dr (Corridor 11)
 - 3 signals on Centennial St from Lexington Ave to Beaucrest Ave (Corridor 22)
 - 9 signals will be analyzed for 9 Market plans.
- Corridor 5 - Eastchester Dr
 - Existing Signals: 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave.
 - Existing Timing Plans: 2 signals have 7 Market plans and 1 has 9 Market plans.
 - Assumptions:
 - 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave will be analyzed for 7 Market plans.

The Firm is responsible for completing each of the following tasks over the course of the life of the project.

Task 1: Project Management

The Firm will manage and administer the project with the City throughout the duration of this assignment. This includes the coordination of meetings, technical aspects of the assignment, and submittals.

Work Standards

Plans will be prepared in accordance with the latest edition of the following:

- NCDOT Signal System Timing Philosophy Manual
- The Manual on Uniform Traffic Control Devices (MUTCD)
- North Carolina Supplement to the MUTCD

The Firm shall notify the City in advance of performing any field work.

Invoices and Progress Reports

All invoices shall be accompanied by a progress report with the following:

- Work accomplished during the report period.
- Table depicting corridors, percent of total fee for each corridor, percent of each corridor complete to date, percent of fee complete for each corridor, and total percent complete for the report period.
- Unusual problems or issues encountered during the report period.
- Proposed actions for the next reporting period.

Schedule

The Firm shall commence work once receiving the Notice to Proceed (NTP) and complete the project no later than May 31, 2026. The Firm's intent is to develop and implement regular time-of-day (TOD) timing plans for approximately one third of the 239 signals each during Fall 2024, Spring 2025, and Fall 2025. The Firm will also develop Furniture Market timing plans with data collection and existing timing analysis during Fall 2024, optimization and implementation/fine-tuning during Spring 2025, and any necessary plan refinement during the Fall 2025. Further fine-tuning, if necessary, of the market plans will be finalized during Spring 2026. Standard review time by the city is two weeks, although additional time is required if multiple submittals are received simultaneously.

Reasonable extensions for unforeseen delays may be allowed as agreed to by mutual consent between the Firm and the City.

Existing System Data

The city staff will provide all existing data available for the system including Centrac's timing databases (electronic form), any Synchro files, and any current signal plans for City signals.

Project Kick-Off Meeting

Upon notice to proceed, the Firm will schedule and coordinate a project kick-off meeting involving all key City staff and the Firm's key team members. This meeting will provide an environment to define clear lines of communication, clarify fine points of the scope, discuss basic timing parameter

development, ensure consistent application of signal timing philosophies, emphasize critical schedule points, identify project goals and objectives, review any reporting requirements, and ensure uniform understanding of the evaluation plan.

Signal Timing Teams Coordination Meeting

Upon notice to proceed, the Firm will host a coordination meeting of all team members to set uniform signal timing development procedures.

Task 2: Corridor Kick-Off Meeting and Signal Timing Score Card

The Firm and City staff shall conduct a kick-off meeting for each corridor. Multiple corridors can be combined into one kick-off meeting. The Firm's project manager, technical advisor, and signal timing team leaders will attend these meetings. Participants will discuss in depth the quantitative and qualitative goals of the optimization process for each existing timing plan of each corridor. Critical intersections will be identified. Possible expansion/reduction of the corridor boundaries and whether coordination between adjacent corridors is possible or advisable will be discussed.

The Firm will use an 8.5"x11" signal timing score card for each corridor and timing plan combination. It will contain space for essential information such as number of signals, the time plan schedule, corridor context, the objectives of the timing, and measures of effectiveness (MOEs). Tables will also be provided for Synchro MOEs, existing/proposed cycle lengths, and before/after travel time results.

This meeting may be held virtually via Microsoft Teams.

Task 3: Field Data Collection

Turning Movement Counts

The Firm will be responsible for collecting weekday 12-hour turning movement counts (TMCs) at all 239 of the signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected.

The Firm will be responsible for collecting weekend 12-hour TMCs at 36 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

The Firm will be responsible for collecting Furniture Market 12-hour TMCs at 12 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

Field Investigations

The Firm will conduct field surveys to:

- verify intersection geometrics,
- speed limits,
- signal equipment working order,
- timing parameters,

- signal phasing,
- identify trouble areas (excessive queues, turn lane spillovers, and platoons arriving too early or late),
- identify adjacent land uses,
- limited number of saturation flow rate spot checks.

The Firm will provide red-lined signal plans to the City that indicate changes or equipment issues.

Task 4: Evaluation of Existing Signal System Operations

Signal Timing Model Base Files

The Firm will enter (or verify) existing geometric parameters into Synchro. It will also enter/verify the existing timing parameters and new TMCs. The Synchro files will be exported to Tru-Traffic files for the before travel time studies.

Before Travel Time Studies

The Firm will conduct before travel time studies (BTTs) with Tru-Traffic to calibrate the Synchro models as well as provide an MOE baseline. The BTTs will be conducted in accordance with NCDOT's [Standard Practice for Travel Time Runs](#). However, if there is a great disparity in speed between two adjacent lanes, the timing team members will drive half of the runs solely in the left lane and the remaining half of the runs in right lane. This will better capture the true variation in link speeds to enable better calibration of the Synchro models.

Synchro Model Calibration

The Firm will code the Synchro corridor for one time period, usually AM Peak, and conduct a two-step quality check (QC). Once the AM Peak Synchro corridor is coded with the geometric, volume, and existing signal timing data, we will use SimTraffic to detect coding errors and omissions not readily detected in Synchro. The signal timing team will then calibrate Synchro by visually validating the SimTraffic simulation by comparing it to observed existing field conditions, and comparing the simulated travel time results with the BTTs. Once satisfied with the calibration of the first time period, the Firm will then proceed to calibrate the remaining time period models using the same methods.

The Firm's signal timing team leaders will then conduct a QC check to ensure small mistakes are not carried out through the entire optimization process.

Task 5: Develop Signal System Timing Plans

Model Optimization

The Firm will optimize corridor signals' cycle length, splits, phase order, offsets, and/or other timing parameters to meet the City's objective(s) for the corridor and maximize MOE improvement. The Firm will use Synchro, Tru-Traffic, and SimTraffic to accomplish this.

Once the best timing plans are achieved, the Firm's Quality Assurance Leader will conduct quality checks on the timing plans to provide an independent check and ensure uniformity of product.

Time-of-Day Schedule and Number of Timing Plans

The Firm will conduct analysis of each hour within the existing Time-of-Day (TOD) schedule to determine if any plans can be eliminated. The Firm will analyze the hour TMCs with the optimized timing plan developed for that hour, as well as the preceding and following optimized timing plans to determine whether the plan can be eliminated. This will also serve to identify an accurate determination of break points between the timing plans.

This task does not include the following:

- Controller cabinet testing of proposed timing plans
- Centrac's graphics development
- Verification of detector assignment or logging

Task 6: Preliminary Signal Timing Score Card and Meeting

The Firm will submit an updated corridor signal timing score card for each corridor and time period combination. In addition to the information filled in during the corridor kick-off meeting, the score card will list the strategies and tactics used in the optimization. The Synchro MOEs table will be filled in with the existing and proposed timing plan values. The travel time results table will have the before travel time results. The score card will also contain a design narrative that succinctly describes assumptions, methodology, challenges, and decisions encountered in the optimization process.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs. The second will show the proposed timing plan parameters.

City staff will have two weeks to review the score cards.

After reviewing the score cards for a corridor, the city staff, Firm project manager and signal timing team leader will meet to discuss the results. A decision will then be made whether the anticipated MOE gains are worth proceeding to implementation.

If the decision is made to proceed to implementation, the Firm will enter the proposed timing parameters and TOD schedule into the electronic Centrac's database and submit them to the city.

Task 7: Field Implementation and Fine-Tuning of New Timing Plans

The Firm will provide an implementation schedule to the city two weeks prior to the proposed implementation date. Multiple corridors will be implemented at the same time to maximize efficient use of personnel. One team member will be in the Traffic Management Center to have an overview of the corridor via CCTV cameras while the other team members will be observing traffic at the intersections and along corridors, and conducting preliminary after travel time studies.

Signal timing team members will call in fine-tuning timing plan changes as necessary. City staff will enter the changes in Centrac's.

Synchro and Tru-Traffic files will be updated as fine-tuning changes are made.

Proposed TOD start/end times will be validated to ensure they are proper for the traffic conditions.

Without additional cost to the city, the Firm shall be responsible for responding to any operational issues related to the final signal timing plans for up to one (1) month after final implementation and fine-tuning.

Task 8: Evaluation of Signal System Operations (Travel-Time Runs)

Once the city and the Firm are satisfied with the fine-tuning effort, the Firm will conduct After Travel Time Studies (ATTs). The timing teams will conduct the ATTs in the same way the BTTs were conducted - same drivers, same days, same methods.

Outputs of the Tru-Traffic reports must include Cumulative Travel Time (CTT), Cumulative Delay (CD), Cumulative Stop Delay (CStopD), CStops, LOSDelay, CAS.

Task 9: Final Corridor Signal Timing Score Card

The Firm will submit a final corridor signal timing score card for each corridor and time period combination. The score cards will be updated so that the Synchro MOEs table reflects the final timing plan MOE values. Likewise, the travel time table will be updated with the final timing plan after travel time results. The design narrative section will be updated with any applicable changes or actions taken during fine-tuning.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs as it was in Task 5. The second will show the final timing plan parameters and the after travel time runs.

City staff will have two weeks to review the score cards.

Task 10: Corridor Closeout Meetings with City Staff

The Firm shall meet with city staff at the end of each timing season (Fall 2024, Spring 2025, Fall 2025, and the Market), for up to four hours per meeting, to review and explain all work done on each corridor during the season. The discussion shall include review of the final corridor score cards, existing and final Tru-Traffic time-space diagrams, background information for decisions made regarding coordination schedules and cycle lengths, the before/after travel time results as well as any recommendations. These meetings will be held virtually via Microsoft Teams.

High Point Signal Timing Fee Estimate (by Task)

August 7, 2024

Task	Fee	% Fee
Task 1: Project Management	\$65,042	4.3%
Task 2: Corridor Kick-Off Meeting and Signal Timing Score Card	\$15,308	1.0%
Task 3: Field Data Collection	\$355,065	23.3%
Task 4: Evaluation of Existing Signal System Operations	\$218,682	14.4%
Task 5: Develop Signal System Timing Plans	\$413,468	27.2%
Task 6: Preliminary Signal Timing Score Card and Meeting	\$57,197	3.8%
Task 7: Field Implementation and Fine-Tuning of New Timing Plans	\$249,592	16.4%
Task 8: Evaluation of Signal System Operations (Travel-Time Runs)	\$44,578	2.9%
Task 9: Final Corridor Signal Timing Score Card	\$6,402	0.4%
Task 10: Corridor Closeout Meetings with City Staff	\$8,249	0.5%
Directs	\$88,941	5.8%
Total	\$1,522,524	100%

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for Outside Non-Profit Organizations – Change Requested by High Point Regional Health Foundation	
FROM: Stephen Hawryluk, Budget and Performance Director	MEETING DATE: August 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS:	

PURPOSE: To modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds, from High Point Regional Health Foundation to High Point Regional Health doing business as High Point Medical Center (herein after "High Point Medical Center").

BACKGROUND: In the Spring of 2023, the City conducted a process for non-profit organizations to submit applications for city funds made available by the use of American Rescue Plan Act (ARPA) funds for government services. The City received 58 applications totaling \$18,302,109 in requested funds.

The applications and supporting materials were reviewed by the members of the Finance Committee and on April 1, 2024, the City Council allocated funds, totaling \$3,073,400.

Included in this allocation is \$80,000 for the High Point Regional Health Foundation. Due to their internal accounting procedures, the High Point Regional Foundation has requested that the funds be disbursed to High Point Medical Center instead.

BUDGET IMPACT: There is no additional budget impact.

RECOMMENDATION/ACTION REQUESTED: The Budget and Evaluation Department recommends City Council modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds, from High Point Regional Health Foundation to High Point Medical Center.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Recommendation on Agreement for Services with The FMRT Group, LLC to Perform Comprehensive Psychological and Medical Evaluations for the Police Department	
FROM: C. H. Cheeks, III, Chief of Police	MEETING DATE: 8/19/2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Recommendation memo Services Proposal/Fee Schedule	

PURPOSE: The City Council is requested to approve the Police Chief's recommendation of an Agreement for Services with The FMRT Group, LLC to perform Comprehensive Psychological and Medical Evaluations for Police Department employees.

BACKGROUND: The High Point Police Department, with deliberation and thoughtful assessment, wishes to engage The FMRT Group for pre- and post-hire evaluations, support, and training services. Employee physicals are conducted on schedules as needed to ensure Police employees are able physically able to perform their duties. Additionally, the Department has experienced a growing need for employee wellness appointments.

BUDGET IMPACT: Funds are available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Police Department recommends approving and authorizing the creation of an Agreement for Services to perform Annual Psychological and Medical Evaluations for one-year with up to two one-year renewals terms, with an annual cost of services not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents.



**Proposal for Psychological and Medical Services
for the High Point Police Department**

**Elizabeth Morris, M.A.
Chief Executive Officer and Managing Member**

**Jennifer Beauchamp, M.A., SHRM-CP
Chief Operating Officer and Managing Member**

The FMRT Group
336.761.0764
facsimile: 866.222.5973
elizabeth@fmrt.org / jennifer@fmrt.org

July 16, 2024



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Our Mission

The FMRT Group sets the standard for safety-sensitive employers when it comes to comprehensive psychological and medical evaluations.

Our Vision

The FMRT Group provides its clients with the ability to make the most informed hiring decisions possible and maximize their human capital investment post-hire. Through a combination of delivering world-class psychological services, having in-depth industry knowledge and cultural awareness, and through constant learning, The FMRT Group provides safety-sensitive employers unmatched levels of service, information, and support. All these make The FMRT Group the clear choice when employers seek to hire and retain personnel that holds a position of authority.

Our Core Values

- **Professional** – Exude professionalism when interacting with clients, clinicians, and with each other.
- **Positive** – Our offices are a positive environment in which we can communicate and share ideas.
- **Solution-Oriented** – Take intelligent risks and have positive ideas to remove obstacles.
- **Compliant** – Follow the standard operating protocol, guidelines, standards, and laws.
- **Committed** – Act like owners. Take ownership of the processes that are yours. Demand excellence from yourself and others.
- **Caring** – Relationships matter. Be honest, open, and have constructive conversations with each other. Be respectful to one another and all the stakeholders.

I. UNDERSTANDING OF SAFETY-SENSITIVE DEPARTMENT NEEDS

To make the most informed hiring decisions possible and maximize its human capital investment, the High Point Police Department is seeking comprehensive psychological and medical services. The FMRT Group has the precise combination of qualifications and experience required to meet these needs.

FMRT sets the standard for safety-sensitive employers by:

- Offering appointments at nine offices in the southeast, as well as a virtual option (telepsych)
- Scheduling appointments promptly by a culturally competent client support team member
- Providing next business day verbal recommendations for pre-employment evaluations
- Delivering comprehensive written reports within five-to-seven business days
- Providing employers with a secure online database to track progress and access reports
- Licensed doctoral-level psychologists and advanced practice professionals spending quality time with our clients' applicants and employees
- Following the professional practice and ethical guidelines of the American Psychological Association and the American Board of Professional Psychology for clinical, forensic, police, and public safety psychologists, in addition to legal and industry standards
- Committing to quality and efficient medical assessments. Our advanced practice medical providers adhere to high standards of ethical, professional and business conduct, and are in full compliance with all applicable federal and state laws and regulations to include, but not limited to industry-specific Medical Screening Guidelines

II. BEFORE-HIRE SERVICES

A. The FMRT BRAINS™ Assessment

BRAINS™ is an acronym for **B**iographical **R**isks **A**nd **I**nconsistencie**S**. It's an online, cost-effective, ADA-compliant assessment that is proprietary to The FMRT Group.

The BRAINS™ was designed for early identification of historical life events that range from commonplace to very serious and applicant attitudes that are inconsistent with successful employment. In the BRAINS™, the applicant must provide an accurate explanation of any potentially significant events and attitudes. Overall, the BRAINS™ was specifically designed to jump-start employment interviews and background investigations.

Authored by Drs. John F. Warren III and Gustavo R. Grodnitzky, the original BRAINS™ Assessment was introduced in 2007 following a pilot study within the applicant pool of a large, municipal police department in North Carolina. In addition to helpful content in the assessment report, we found that the use of the BRAINS™ in hiring results in time savings (interviews and background investigations) of nearly 50%!

More than 660 FMRT clients representing public safety, fire service, and EMS agencies now use the BRAINS™ Assessment. The process and report formats benefit from ongoing updates by Dr.

Warren. These changes involve the tweaking of particular BRAINST™ statements, revisions to the BRAINST™ administration website, and revisions to the report format. Our secure website, FMRT Online was developed as a means of providing immediate and secure employer access to their applicants' BRAINST™ reports.

Note: Both BRAINST™ and FMRT are trademarks of The FMRT Group, LLC.

B. Pre-Conditional Offer Screenings

Pre-conditional offer screening reports include qualitative and quantitative data results derived from biographical information, including, but not limited to, the FMRT BRAINST™ Assessment and a normal personality assessment. Report findings will either be “Issues for Further Consideration” or “No Issues.” These findings are based on a data-driven matrix developed by Dr. John F. Warren III – FMRT’s board-certified police and public safety psychologist.

Larger departments, typically those that have an academy, will choose this pre-conditional offer screening option. However, other departments may determine them useful as an early hiring step to support background investigations and initial interviews.

The pre-conditional offer screening reports are accessible within five-to-seven business days after the applicant completes required assessments through a secure website (FMRT Online).

Report findings will be either: No Issues of Note or Issues for Further Consideration.

C. Post-Conditional Offer Psychological Evaluations

Post-conditional offer psychological evaluations are conducted by doctoral-level psychologists who have deep industry knowledge and cultural awareness.

Applicant or employee appointments are scheduled within the week of the initial request or the following week. An FMRT client support team member will handle scheduling via phone or email, depending on employer preference, where the name, phone number, and email address of the applicant will be collected. The applicant will then receive an email from the client support staff with directions, instructions, informed consent, and other pre-employment assessments required for the evaluation. Confirmation of scheduled evaluations with accompanying dates and times can be sent to the employer via email upon request.

The applicant is then seen for an evaluation, a verbal report is phoned or emailed to the agency-designated personnel the next business day, and the final report and recommendation follows within five-to-seven business days.

The FMRT Group also offers virtual (telepsych) as an added convenience for psychological evaluations. It’s the same quality pre-employment assessment with the convenience of an online, face-to-face clinical interview with the psychologist. Telepsych can be done from any location with a stable internet connection, is cost-effective, and provides faster scheduling options.

The typical process for our post-conditional offer psychological evaluation is as follows:

1. Prior to the clinical interview appointment, our psychologist will prepare for the interview based upon the important background data gathered from the applicant-completed assessments listed below:
 - The Online Personal History Statement (NC F-3 or PHS)
 - The FMRT BRAINS™ Assessment
 - California Psychological Inventory 260 – Police and Public Safety Selection Report (CPI-PPSSR)
 - Personality Assessment Inventory – Public Safety Selection Report (PAI-PSSR)
 - Wonderlic Cognitive Ability Test
2. Prior to the evaluation, designated personnel will:
 - Greet and check photo ID
 - Go over informed consent to ensure understanding
3. The clinical interview will consist of:
 - A mental status examination
 - A structured interview
 - A discussion of any concerning/inconsistent data
4. After the interview:
 - FMRT will provide the employer with a next-day verbal recommendation via email or phone, based on the employer's preference
 - Recommendations:
 - i. Suitable
 - ii. Deferred, pending internal clinical consultation, testing, or records
 - Within five-to-seven business days, FMRT will send an email notification to alert a designated department employee(s) that the final post-conditional offer psychological report is ready for review via a secure website, www.fmrtonline.com. Each department personnel will create their own unique login information.

Report findings will be either: Suitable or Not Suitable.

D. Post-Conditional Offer Medical Evaluations

Our medical evaluations are performed by Advanced Practice Professionals (APPs) who understand safety-sensitive needs. APPs review the specific job functions and relay any potential medical barriers that may preclude an applicant from employment based on state guidelines. Medical results are summarized in a comprehensive online report, accompanied by the required state forms. Medical evaluations include a 5-panel drug screen and tuberculosis skin testing if warranted, based on the responses on the applicant's tuberculosis risk questionnaire. The typical process for our post-conditional offer medical evaluation is as follows:

1. Our APP will review the F-1 or medical history statement completed by the applicant. Any questions or concerns will be addressed with the applicant during the evaluation.
2. The medical evaluation will consist of:
 - Tests/labs:
 - Urinalysis, chain-of-custody urine drug test
 - TB skin test (if warranted)
 - Audiometry reading
 - Wellness assessment
 - Completion of the medical form (F-2 or industry-specific medical documentation)
3. After the evaluation:
 - Our APP and clinical psychologist will discuss their findings, if necessary
 - Within five-to-seven business days, FMRT will deliver the final post-conditional offer medical report via a secure website, www.fmrtonline.com. Each department has its own unique login information.

Report finding will be: No Medical Barriers to Employment, Potential Medical Barriers to Employment or Medical Barriers to Employment.

E. Assessment Descriptions

Online Personal History Statement (PHS or NC F-3)

The NC F-3 collects standard background and demographic information. Once submitted, it is immediately available for employer access via FMRT Online.

The BRAINST™ Assessment

The BRAINST™ Assessment may be used prior to background investigations, interviews, and other early hiring steps. This assessment allows employers to read the applicants' typed explanations of every event they endorse to be true. The BRAINST™ Assessment interacts with the online PHS or NC F-3, allowing employers to see any possible discrepancies.

CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)

The CPI is a self-report questionnaire designed to measure normal-range human behavior. It consists of 260 true/false items representing concepts (such as tolerance, responsibility, integrity, empathy, and self-control) that are commonly used to describe and understand human behavior. The CPI Police and Public Safety Screening Report is a specialized report designed for use by licensed psychologists for evaluations of applicants for police and other public safety positions. This report helps the evaluator assess the psychological suitability of the applicant to perform the functions required by the position.

Personality Assessment Inventory – Public Safety Selection Report (PAI-PSSR)

This objective inventory of adult personality assesses psychopathological syndromes and provides information relevant for clinical diagnosis, treatment planning, and screening for psychopathology. The 344 PAI items constitute 22 non-overlapping scales covering the constructs most relevant to a broad-based assessment of mental disorders: four validity scales, 11 clinical scales, five treatment scales, and two interpersonal scales. To facilitate interpretation, and to cover the full range of complex clinical constructs, 10 scales contain conceptually derived subscales. The public safety selection report is based on a normative sample of more than 18,000 public safety job applicants, and it supplements the basic PAI profile and other indices with several innovative features designed specifically to help make employment screening decisions in the public safety field.

Wonderlic Cognitive Ability Test

The Wonderlic is a 12-minute, 50-question exam meant to assess the aptitude of applicants for their ability to learn, understand instructions, adapt and solve problems. The cognitive ability of each applicant is measured through the presentation of a variety of kinds of questions at varying degrees of difficulty. Questions often include math, language, analogies, and spatial problems. The Wonderlic test provides objecting information about the applicant that's not easily measured in other selection methods. Used in conjunction with psychological evaluations and other assessments, the combined information can provide a more holistic perspective of an applicant's ability to perform.

FMRT psychologists trained in the specific field of police and public safety determine the appropriate assessments and processes for psychological and medical referrals. It is their discretion to choose and change testing and procedures based on ongoing research and the development of tools best suited for these clinical evaluations.

III. AFTER-HIRE SERVICES

A. Service Categories

Counseling

The FMRT Group offers safety-sensitive focused short-term counseling for professionals when there are work-related problems that go beyond the scope of EAP or when the employee would prefer to speak with a culturally-sensitive psychologist. Unlike FMRT's evaluations, our dedicated psychologists do establish doctor-patient confidentiality. Counseling appointments are for the benefit of the employee; therefore, the employer will not receive any documentation or recommendations regarding these appointments.

The employer does not receive any information.

Critical Incident Appointments

Critical Incident (CI) appointments are confidential opportunities for the employee to speak with a culturally-sensitive mental health professional. These appointments are typically scheduled

within 48-72 hours, dependent upon employer needs, and include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The psychologist will explore:

- Responses/reactions to an event
- Availability of family, social, church and other support systems
- Knowledge of professional resources available to them through their work and/or community (family doc, EAP, private providers, etc.)

The employee will also receive psycho-educational material for reference, in addition to a three-month follow-up with the psychologist.

The employer will receive “Attended/Did Not Attend” as the only feedback.

Fitness for Duty Evaluations - Psychological

FMRT follows the International Association of Chiefs of Police (IACP) guidelines for fitness for duty evaluations (FFDE). IACP asserts that fitness for duty evaluations arise due to (1) objective evidence that the employee may be unable to safely or effectively perform a defined job and (2) a reasonable basis for believing that the cause may be attributable to a psychological condition or impairment.

As a result, our fitness for duty opinions spring from:

- Knowledge of the specific job functionalities
- Knowledge about department concerns regarding specific job-related issues
- Psychological, medical, and behavioral findings during the time of the evaluation

Our FFDE will include clinical consultation and mental status examination with the employee, review of relevant records, relevant psychological and/or laboratory testing such as the Symptom Checklist-90-Revised (SCL-90-R) and the Minnesota Multiphasic Personality Inventory-3 (MMPI-3), and a general physical (if referred for Medical FFDE due to a work-related nexus or after FMLA and clearance from PCP). After evaluation, you receive our concise, written report that addresses the specific question: *Is this employee able to safely perform essential job functions at this time?*

Report findings will be either: Fit for Duty or Not Fit for Duty.

Mental Wellness Appointments

Mental wellness appointments are confidential opportunities for the employee to speak with a culturally-sensitive mental health professional. These appointments are for one hour and include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The psychologist will explore:

- Work challenges, adaptation, and coping with essential job functions. Perceived strengths and relative weaknesses

- Availability of family, social, church, and other support systems
- Knowledge of professional resources available to them through their work and/or community (family doc, EAP, private providers, etc.)

The employee will also receive psycho-educational material for reference.

The employer will receive “Attended/Did Not Attend” as the only feedback.

Physical Wellness Appointments

Our physical wellness appointments are performed by Advanced Practice Professionals (APPs) who understand the physical requirements of first responders. The physical wellness results are summarized and shared with appropriate agency staff pre-determined by the agency. The typical process for a physical wellness exam is as follows:

1. Our APP will review the medical history statement completed by the employee. Any questions or concerns will be addressed with the employee during the evaluation.
2. The exam will consist of:
 - a. A thorough physical examination that includes Gait Assessment; Height; Weight; Vital Signs, Oxygen Saturation; Depth Perception via Frisby or Titmus testing; Color Vision via standard plates; Hearing test via audiometer testing at 500, 1000, 2000 and 3000 Hz; as well as, Cardiovascular, HEENT (head, eyes, ears, nose, throat), Respiratory, Abdominal, Musculoskeletal, Genitourinary (if clinically indicated), Neurological Systems, and Skin Examination.
 - b. Tests/labs:
 - CBC w/ differential and Platelets, CMP, lipid panel (collected at LabCorp)
 - Medical Urinalysis
 - Far Vision Acuity Screen (Snellen)
 - Audiometry reading (per above)
 - c. Wellness Assessment
 - d. Completion of the Medical Report
3. After the exam:
 - Within five to seven business days, FMRT will deliver the final physical wellness report via a secure website, www.fmrtonline.com to the appropriate personnel.

Report findings will be provided in the summary section indicating:

- No identifiable physical conditions that suggest further examination; OR, there are identifiable physical conditions (stated) that suggest further examination.

- There are no reservations about the employee's ability to perform the required duties physically; OR, there are reservations about the employee's ability to perform the required duties physically.

B. Assessment Descriptions

CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)

The CPI is a self-report questionnaire designed to measure normal-range human behavior. It consists of 260 true/false items representing concepts (such as tolerance, responsibility, integrity, empathy, and self-control) that are commonly used to describe and understand human behavior. The CPI Police and Public Safety Screening Report is a specialized report designed for use by licensed psychologists for evaluations of applicants for police and other public safety positions. This report helps the evaluator assess the psychological suitability of the applicant to perform the functions required by the position.

Fundamental Interpersonal Relations Orientation (FIRO-B)

The 54-item FIRO-B assessment measures interpersonal needs on three scales: inclusion, control, and affection. The FIRO-B reveals how interpersonal needs drive a person's behavior; shape a person's ability to build trust, influence others, and create productive relationships; facilitate the formation and re-engagement of teams; and highlight perceptual gaps that may inadvertently derail relationships. It generates a variety of comprehensive interpretive reports to support applications.

Minnesota Multiphasic Personality Inventory-3 (MMPI-3)

Composed of 335 items, MMPI-3 is the most up-to-date personality assessment available for mental health, medical, forensic, and public safety settings. This assessment delivers comprehensive information from 52 scales to assist in evaluation, diagnosis, and treatment planning. The MMPI-3 continues to build on the history and strengths of the MMPI instruments to provide an empirically validated, psychometrically relevant dimensional approach to assessment of personality and psychopathology.

Myers-Briggs Type Indicator (MBTI)

The MBTI helps individuals gain insight about themselves and how they interact with others while also helping improve how they communicate, learn, and work. It provides a powerful framework for building better relationships, driving positive change, harnessing innovation, and achieving excellence. The MBTI assessment makes Carl Jung's theory of psychological type both understandable and highly practical by helping individuals identify their preferences in four areas: where individuals focus their attention, how they take in information, how they make decisions based on that information, and how they deal with the world.

Personality Assessment Inventory (PAI)

This objective inventory of adult personality assesses psychopathological syndromes and provides information relevant for clinical diagnosis, treatment planning, and screening for psychopathology. The 344 PAI items constitute 22 non-overlapping scales covering the constructs most relevant to a broad-based assessment of mental disorders: four validity scales, 11 clinical scales, five treatment scales, and two interpersonal scales. To facilitate interpretation,

and to cover the full range of complex clinical constructs, 10 scales contain conceptually derived subscales.

Personality Assessment Inventory Police and Public Safety Selection Report

The PAI Police and Public Safety Selection Report was created by Johnson, Roberts and Associates, Inc. (JR&A) in 1995. This special purpose employment selection report based on the PAI report was designed to be used by licensed psychologists in conducting psychological evaluations of applicants for police and other public safety positions. The principal purpose of the report is to help the evaluator assess the emotional stability of the applicant, in order to screen out applicants who display job relevant psychopathology. It is generally paired with a test that assesses normal-range personality, such as the CPI.

PsychEval Personality Questionnaire with PsychEval Personality Questionnaire Interpretation (PEPQI)

The PEPQI assesses both normal and pathology-oriented personality traits to provide a multi-dimensional profile of your client. The combination of both domains in one assessment presents a unique perspective of your client's overall functioning. The report content contains normal personality traits, pathology-oriented personality traits, and occupational interests.

Symptom Checklist-90-Revised (SCL-90-R)

The SCL-90-R is a 90-item self-report symptom inventory developed by Clinical Psychometric Research. It is designed primarily to reflect the psychological symptom patterns of psychiatric and medical patients. The SCL-90-R is scored and interpreted in terms of nine primary symptom dimensions (somatization, obsessive-compulsive, interpersonal sensitivity, depression, anxiety, hostility, phobic anxiety, paranoid ideation, and psychoticism) and three global indices of distress (global severity index, positive symptom distress index, and positive symptom total). Ultimately, the SCL-90-R is a measure of current, point-in-time, psychological symptom status.

Thomas-Kilmann Conflict Mode Instrument (TKI)

The TKI is a tool that helps people understand how different conflict-handling styles affect interpersonal and group dynamics — and empowers them to choose the appropriate style for any situation. The TKI assesses an individual's typical behavior in conflict situations and describes it along the two dimensions of assertiveness and cooperativeness. It provides detailed information about how that individual can effectively use five different conflict-handling modes or styles.

FMRT psychologists trained in the specific field of police and public safety determine the appropriate assessments and processes for psychological and medical referrals. It is their discretion to choose and change testing and procedures based on ongoing research and the development of tools best suited for these clinical evaluations.

IV. EXPERIENCE AND QUALIFICATIONS

A. ORGANIZATIONAL CHART

The FMRT Group, LLC	
Chief Executive Officer & Managing Member:	Elizabeth Morris, M.A.
Chief Operating Officer & Managing Member:	Jennifer Beauchamp, M.A., SHRM-CP
Chief Psychologist	Peter Schulz, Psy.D.
Medical Director:	Robert D. Rosen, M.D.
Research Psychologist:	Ashleigh Gallagher, Ph.D.
Director of Client & Clinician Support:	Amanda Hopkins
<u>Psychologists</u>	<u>Advanced Practice Medical Professionals</u>
Dr. Christopher Baker	Kelly Brilliant, PA-C
Dr. Rebecca Barnette	Vanessa Cox, PA-C
Dr. Trent Evans	Tina Hylton, NP-C
Dr. David Gray	Brandi Knight, DNP
Dr. Samuel Gray	Tenika McCorkle, NP-C
Dr. John Helminski	Belinda McFee, PA-C
Dr. Alvin Malesky	Tami Miller, FNP-C
Dr. Todd Morton	Katherine Murray, PA-C
Dr. Laura Nagy	Yolanda Nicholson, FNP-C
Dr. Hal Pickett	Katherine Reddish, PA-C
Dr. Karen Pollard	Amanda Slocum, NP-C
Dr. Amanda Poundstone	Dow Stick, NP-C
Dr. Peter Schulz	
Dr. Laura Stewart	
Dr. Peter Summers	
Dr. Miranda Teel	
Dr. John Warren, ABPP	
Dr. Jay Wiles	
Dr. Stephanie Zuckerman	

Client Support Team: Avandi Flanagan, Bella Hughes, Jenna Kelly, Glenda Martinez, Courtney Martin, Allison Parker, Kaci Presgraves, Delonica Rogers, Shannon Simonds, Mary Julia Smith, Keyla Springs, Evan Warren, Ashley Webber, and Angela Wooten.

B. POINT OF CONTACT

Employer inquiries can be directed to The FMRT Group's Chief Executive Officer and managing member, Elizabeth Morris. Having been with The FMRT Group since its inception in 2005, Elizabeth has been crucial in building the company to its successful standing today. Elizabeth is the first point of contact for questions or concerns.

Elizabeth Morris, M.A.
Chief Executive Officer & Managing Member
The FMRT Group
elizabeth@fmrt.org
(336) 761-0764 ext. 1011
Fax: (866) 222-5973

C. HISTORY AND ORGANIZATION ORIGIN

In 2005, The FMRT Group recognized a growing need for pre-hire and post-hire psychological services among North Carolina safety-sensitive employers. Today, The FMRT Group has culturally aware members, which include the following teams:

- Management
- Client Support
- Psychological
- Medical
- Research

Our culturally-competent team follow the professional practice and ethical guidelines of the American Psychological Association and the American Board of Professional Psychology for clinical, forensic, police, and public safety psychologists, in addition to legal and industry standards. Committing to quality and efficient medical assessments. Our advanced practice medical providers adhere to high standards of ethical, professional and business conduct, and are in full compliance with all applicable federal and state laws and regulations to include, but not limited to those prescribed by the North Carolina Medical Board, North Carolina Board of Nursing, and industry-specific Medical Screening Guidelines

The FMRT Group's clinical team receives supervision and training from a board-certified police and public safety psychologist, a Doctor of Medicine, and other subject matter experts in psychology, medicine, and public safety. The clinicians attend two annual Category I APA and Medical CE training events to learn from each other and enhance evidence-based psychological evaluations for safety-sensitive employers. In addition, managing members and clinical team members receive information from the Psychological and Medical Services Section training at IACP annual conferences.

V. PRICE LIST (July 2024 thru June 2025)

Before-Hire Options and Fees

Before Conditional Offer Screening Options:

Biographical Assessment: The FMRT BRAINS™ \$50.00

After Conditional Offer Psychological Evaluations \$500.00
Telepsych videoconference option available

After Conditional Offer Medical Evaluations \$310.00

- Vision Testing
- Pulmonary Function Testing
- Audiogram
- Labwork
- 8-Panel Urine Drug Test
- Urinalysis
- EKG

Fee for No-Shows: Since scheduling an appointment involves the reservation of time set aside specifically for your candidate or employee with our clinical team, we require a minimum of 24 hours' notice for rescheduling or canceling an appointment. If this notice is not received, a fee of \$250 will be billed.

FMRT recognizes the last-minute demands of public safety professionals and will NOT charge the employer if a work-related issue arises. Other acceptable reasons for rescheduling or canceling an appointment without 24 hours' notice include: transportation barriers, illness, death in the family, or court date.

Due to the nature of our services, FMRT cannot file insurance claims/forms and must receive payment directly from the referring employer.

After-Hire Options and Fees

Counseling (short-term)	\$275.00 per hour
Critical Incident Appointments Cost includes one, recommended three-month follow-up appointment	\$590.00
Psychological Fitness for Duty Evaluations Follow-Up FFD Evaluations (when necessary)	\$1,370.00 \$695.00
Mental Wellness Appointments	\$400.00
Physical Wellness Appointments w/ labs	\$325.00

Fee for No-Shows: Since scheduling an appointment involves the reservation of time set aside specifically for your candidate or employee with our clinical team, we require a minimum of 24 hours' notice for rescheduling or canceling an appointment. If this notice is not received, a fee of \$250 will be billed.

FMRT recognizes the last-minute demands of public safety professionals and will NOT charge the employer if a work-related issue arises. Other acceptable reasons for rescheduling or canceling an appointment without 24 hours' notice include: transportation barriers, illness, death in the family, or court date

Due to the nature of our services, FMRT cannot file insurance claims/forms and must receive payment directly from the referring employer.

VI. What's Next?

In a nutshell:

- 1) **Call or email to schedule an appointment**
- 2) **Set up your FMRT Online account**
- 3) **Be on the lookout for a “verbal” the day after the appointment**
- 4) **View final reports on FMRT Online five-seven business days after applicant appointment**

Please see below for details of the above steps. Thank you!

1. Scheduling

Option A: Employer point of contact calls 336-761-0764 or sends an email request to admin1@fmrt.org.

Option B: Employer point of contact emails the candidate(s) and FMRT to inform the applicant to schedule their appointment.

We've found that when the point of contact from the agency sends an email to the candidate(s) and copies FMRT, informing them to call us to schedule, it keeps us all on the same page. Versus hearing from an applicant who wants to schedule their appt without prior knowledge/approval from you as the employer. Here's a suggested email that may be helpful:

Congratulations on making it this far in our hiring process. Your next step is to schedule your psychological (and medical) evaluation with The FMRT Group, which I've copied on this email. (admin1@fmrt.org) or call 336.761.0764.

You are responsible for contacting FMRT immediately after receiving this email to schedule the first available appointment, which may be in an office further away from you, or virtually.

The expectation is that you contact FMRT staff to get scheduled promptly, so we can proceed with our hiring process and make the final hiring decision for this position.

Whether you choose Option A or B, our Client Support Coordinators will schedule your candidates promptly, typically within the week of the initial request or the following week. You are welcome to fill out the appointment request form (attached below) and return via email in place of calling, or staff can take this information over the phone.

If the evaluation request is time-sensitive, we welcome this information in advance, including a scheduled recruiting process timeframe or pre-determined hire date.

2. Set Up Your FMRT Online Administrative Account

FMRT Online is a multifaceted platform that The FMRT Group uses to schedule appointments, complete reports, upload forms, and track valuable demographic information. FMRT Online is also where employers can track applicant/employee progression and view completed reports.

www.FMRT.com | phone: (336) 761-0764 | email: info@fmrt.org

Contact Client Support Supervisor Kaci Presgraves (kaci@fmrt.org) to receive an invitation to establish your account. All users set up a unique username (email) and password to log in, and you will designate one or more individuals as the “Department Administrator.” The department administrator can add, remove, and set specific permissions for each user.

3. Verbal Recommendation

Verbal first! Within one business day after the candidates’ appointment, a Client Support Team Member will provide you with a suitability recommendation:

- Suitable, or
- Deferred (this means that additional information is needed - i.e., records, prescription validation)

4. Retrieval of Reports and Forms

Unless further information is needed, you will receive an email notification within five to seven business days from the appointment, letting you know the report is available through your FMRT Online account.

VII. Supplemental Information

A. Online F-3 or Personal History Statement (PHS) Instructions

We will request a copy of your applicant's F-3, which only applies to NC applicants, or Personal History Statement (PHS) for those in other states. If your applicant has not completed this, they may complete it online for free. Once finished, the applicant, FMRT, and your department will have immediate access to view/download/print.

Instructions for the applicant:

1. Use this link: www.ncf3.com/
2. Sign up for an account if you do not already have one.
 - Once you are logged in, click on either "Police F-3", "Sheriff F-3", or "PHS"
3. On the next page, enter your social security number and then click "continue"
4. Enter the position(s) and agency to which you are applying – agency names will auto-populate once you begin typing.
5. After your online F-3 or PHS is complete, you will be given two options:
 - **Print** – you are allowed unlimited prints of this completed F-3 or PHS
 - **Pay** – if you select this option, you will be prompted for payment information. This is not required, but a good option if you need to access your F-3 or PHS in the future to edit or apply to another agency.

B. What is the BRAINS Assessment, and do we have to use it?

The BRAINS™ Assessment is a biographical instrument and not a test. It's used to gather historical data of your applicant along with interacting and comparing data between their F-3 or PHS, before background investigations, interviews, and other early hiring steps. You can read more about the BRAINS™ Assessment in the "Before-Hire Services" Section II(A) of this proposal.

You do NOT have to use the assessment as part of your early screening process. If you want to use the BRAINS to help assess your candidates, we ask that you contact Kaci Presgraves kaci@fmrt.org for applicant instructions.

If you choose not to use as a preliminary tool, FMRT staff will include it in the battery of assessment instructions for the applicant, which is reviewed by the examining psychologist before the clinical interview.



C. Points of Contact

Main Line and Email: 336.761.0764 and Admin1@fmrt.org

Name	Title	Department	Mainline Extension	Email Address
Amanda Hopkins	Director of Client & Clinician Support	- Post-Hire Referrals - Scheduling	1028	amanda@fmrt.org
Delonica Rogers	Quality Services Manager	- Reports - Proposals	1027	delonica@fmrt.org
Jenna Kelly	Client Support Specialist	- Post-Hire Referrals - Scheduling	1010	jenna@fmrt.org
Kaci Presgraves	Client Support Supervisor	- New Clients - Pre-Hire Scheduling - Post-Hire Scheduling	1017	kaci@fmrt.org
Shannon Simonds	Financial and Administrative Coordinator	- Billing - Payments - Contracts - Insurance	1015	shannon@fmrt.org

C.H.Cheeks III
Chief of Police



PHONE (336) 887-7971
TDD (336) 883-8517

High Point Police Department

TO: Tasha Logan Ford, City Manager

FROM: Curtis Cheeks III, Chief of Police

DATE: 06 August 2024

SUBJECT: Recommendation for Procurement (FMRT Services)

The High Point Police Department strives to develop and maintain a “Complete Employee” approach, meaning we strive to provide resources for every feasible wellness element. This includes, but is not limited to, physical health and fitness, emotional health, financial health, relationship health, and a healthy career. With these goals in mind, HPPD created an internal wellness program that primarily provides our employees with the tools and resources to help them navigate the challenges and stress of law enforcement work.

The Program provides resources to address the demands of policing and other corresponding law enforcement duties, which, if left unresolved, may lead to increased stress and unhealthy habits that could adversely impact Department personnel. The Program also provides support to manage the higher levels of physical risk and mental stress inherent to the law enforcement profession.

During August 2023, the City of High Point (Police) entered into a service agreement with The FMRT Group for services. The FMRT Group provides a culturally competent team of licensed psychologists and advanced practice medical professionals who perform pre-hire psychological and medical evaluations for public safety. Their clinical team receives supervision and training from a board-certified police and public safety psychologist, a Doctor of Medicine, and other subject matter experts in psychology, medicine, and public safety.

The FMRT group also facilitates post-hire psychological and medical services, training, and support to public safety professionals. During the 2023-24 budget year, FMRT conducted annual physicals and wellness appointments for approximately 90 HPPD employees as part of our

wellness program at approximately \$700 per employee. The police department also scheduled employees for other services provided by The FMRT Group, including but not limited to critical incident appointments, fit-for-duty examinations, and general counseling services. During the 2024-25 budget year HPPD anticipates the same medical services will be provided to approximately 98 employees at approximately \$725 per employee. The FMRT group also provides the additional services previously listed and special team evaluations, peer support evaluations, post-deployment evaluations, and risk of violence evaluations.

These services have proved a valuable part of our internal wellness program, not only through scheduled annual services for employees but also at the request of employees who have identified their need or the need of a coworker for specific services by trained public safety medical professionals.

Staff recommends entering into a one-year agreement with up to two one-year renewal terms, with an annual cost of services not exceeding \$100,000 per year.

The Police Department has identified budgeted funds for this contracted service. Council is requested at this time to authorize the appropriate city staff to enter into an Agreement for *Services with The FMRT Group*.