City of High Point

Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Meeting Agenda

Monday, August 3, 2009

4:45:00 PM

Council Chambers

Committee of the Whole

Rebecca R. Smothers, Mayor
William S. Bencini, Mayor Pro Tem
Latimer B. Alexander, IV, Mary Lou Blakeney,
Foster Douglas, John Faircloth, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Council Member Whitley, Chair

Committee Members - Bencini, Douglas, Alexander

090185 **Contract - Engineering Services - Northwest Water Systems Improvements**

Council is requested to approve a contract with Davis Martin Powell and Associates, Inc. for engineering services for oversight of the Northwest Water System Improvements in the amount of $140,000.00.

090186 **Budget Ordinance Amendment - US 311/NC 68 Interchange Replacement**

Adoption of an ordinance amending the 2009-2010 Budget Ordinance for American Recovery and Reinvestment Funds in the amount of $400,000 for the US 311/NC 68 Interchange Replacement.

090187 **Municipal Agreement - ARRA Funding for US 311/NC 68 Interchange Replacement**

Council is requested to approve a municipal agreement with the North Carolina Department of Transportation (NCDOT) for funding received from the American Recovery and Reinvestment Act in the amount of $400,000 for environmental planning and the preliminary engineering for a replacement of the interchange of US 311 and NC 68.

090188 **Engineering Services Agreement - Dewberry & Davis, Inc. - Stormwater Improvements for Ray/Hospital Area**

Consideration and approval for engineering design services with Dewberry & Davis, Inc. in the amount of $389,790 for the Ray Street/Hospital Area drainage basin.

090189 **Contract - Bid No. 05 - Playground Equipment for Miracle League/Soccer Field**

Approval of contract awarding Bid No. 05 for Playground Equipment for Miracle League/Soccer Field. Purchasing and Parks and Recreation recommends that contract be awarded to Playworld Carolinas in the amount of $146,536 as the lowest proposal that meets specifications.

090190 **Contract Extension - Breece Enterprises - Water and Sewer Maintenance Contract**

Council is requested to approve a contract extension to the Breece Enterprises contract in the amount of $246,313 for maintenance and emergency repairs on existing water and sewer mains in the City of High Point system.

090191 **Sole Source Authorization - Westside WWTP Improvements Project - Phase 2**

Council is requested to (1) approve an exception to the bid laws under the "sole source qualification" for the purchase of equipment needed for the Westside WWTP improvements, (2) approve the acquisition of the Trojan UV4000 Plus ultraviolet disinfection system for $762,310.00 from Trojan Technologies and (3) approve the acquisition of AB SLC5/05 Programmable Logic Controllers for approximately $55,000 from Allen Bradley Corporation.

Pending Items

090050 **Revised Economic Incentive Policy**

Council is requested to adopt a revised economic incentive policy redirecting incentive dollars to the Core City and south High Point.

3/5/2009	**Committee of the Whole**	**referred**	**Committee of the Whole**

PUBLIC SAFETY COMMITTEE - Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

090192 **First Class Cab Company - Change in Public Convenience and Necessity Permit**

Council is requested to approve an amendment to the First Class Cab Public Convenience and Necessity permit to add the names of Zubair Ali and Zafar "Malik" Iqbal as co-owners of First Class Cab.

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

PUBLIC HEARINGS ON ITEMS

ADJOURNMENT

Public Services Department

Richard D. McMillan, P.E.
ASSISTANT DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

M E M O R A N D U M

DATE: July 20, 2009

TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services

FROM: Richard D. McMillan, P.E., Asst. Director of Public Services Richard D. McMillan

SUBJECT: Agenda Item – Engineering Design for R-1 and R-2 Stormwater Capital Improvements for Ray/Hospital Area

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval for engineering design services for Stormwater Improvements for R-1 and R-2 Sections of the Ray/Hospital Drainage Basin for the amount of $389,790.

Dewbery and Davis has completed the Preliminary Engineering Report (PER) and recommended improvements for the R-1 and R-2 Sections of the Ray/Hospital Drainage Basin. This contract will provide final design services, easement mapping, and bidding and contract services.

Funding for this payment will be made from the following Stormwater Bond Project Account:

471739-527105-421001020320-40205

A copy of the engineering proposal is attached. If you have any questions, please contact me.

pc: Jeff Moore, Finance Director
Derrick Boone, Stormwater Superintendent
File

City of High Point, North Carolina
Amendment 3
Ray/Hospital Design
Agreement for Engineering Services
with Dewberry & Davis, Inc.

EXHIBIT A

SCOPE OF SERVICES

PROJECT: R-1 and R-2 Capital Improvements for
Ray/Hospital Area

I. Understanding of Project

The City of High Point (OWNER) published a request for professional services for Drainage and Watershed Planning Studies in various locations within the City in September of 2004. The Dewberry & Davis, Inc. (Dewberry) and Brown and Caldwell team was selected as one of the consultant teams to provide professional services. The four areas assigned to Dewberry (ENGINEER) include Rotary/Farriss, Ray/Hospital, Rockford/Country Club and Kensington. The Drainage and Watershed Planning Studies Report (DWPSR) was completed in February 2005. The document provided a recommended list of capital improvement projects (CIP) to address existing stormwater flooding and stream bank instability problems. The recommended projects for the Rotary/Farriss, Rockford/Country Club and Kensington areas were designed and constructed during the period from 2007 to 2008.

The DWPSR was reviewed and revised in a Preliminary Engineering Report (PER) Provided to the City in June 2009. The purpose of the PER was to identify revisions needed to the DWPSR due to subsequent City and private projects as well as to reduce costs associated with the previously recommended solutions for the 10-year design storm.

At this time the City has requested the ENGINEER proceed with design of the recommended capital improvements from the PER for the R1 and R2 project areas within the larger Ray/Hospital project Area. The project areas will include the following system upgrades:

R-1 – Tributary 1

- Upgrade storm drain system from just behind 702 and 704 Gatewood Avenue to the natural depression just upstream of Quaker Lane behind 811 Quaker Lane.
- Daylight the existing pipe behind 811 Quaker Lane and convert the natural depression it runs through into a floodplain bench area with a downstream control structure for flood attenuation.

R-2 – Tributary 2

- Upgrade storm drain system from Totera Place and Holton Place intersection to W. Parkway Avenue.
- Install underground storage facility at Triangle Park. Tie-in storm drain systems to the east and north to the storage facility and then tie back to main drainage system down Council Street.
- Parallel storm drain system under Sunset Drive to the existing outfall into the open channel.
- Add a floodplain bench to the existing open channel and provide a control structure on the downstream end (upstream of W. Ray Ave. crossing) for flood attenuation.
- Upgrade storm drain pipe under W. Ray Avenue and continue storm drain upgrades to the existing outfall at Payne's Creek.

These services are proposed in accordance with Article 5 of the Agreement for Professional Services dated November 4, 2004 between ENGINEER and OWNER. All conditions of said agreement are incorporated in this contract amendment as though set forth in full.

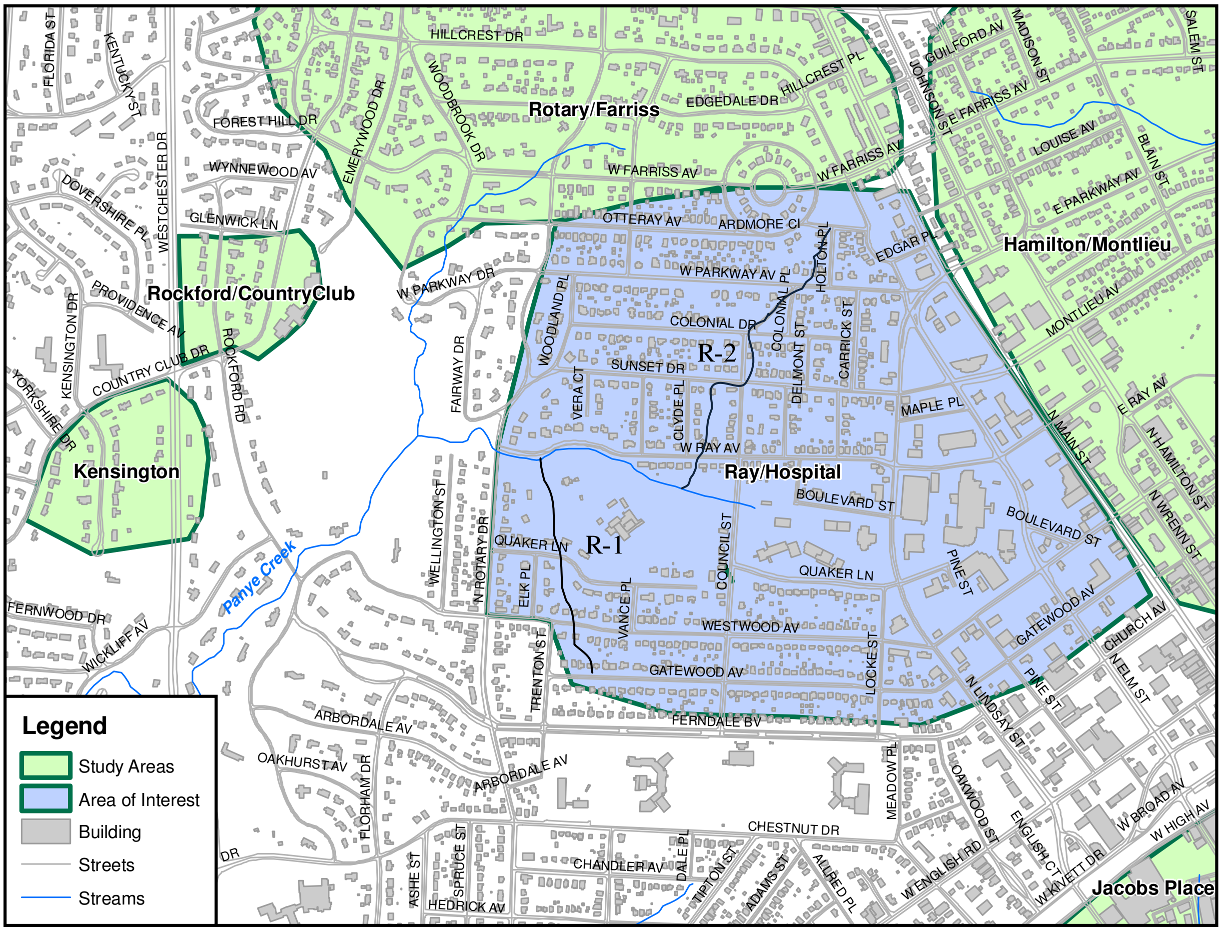

Figure 1: Inventory and Local Drainage Study Areas

II. Scope of Services

The ENGINEER will provide the services as described in this contract. Given the nature of the work, the ENGINEER will be dependent on certain services and items of work performed by the OWNER, and similarly the OWNER will be dependent on certain services to be provided by the ENGINEER under this contract. It is therefore assumed, as partners, that the respective parties will deliver services and deliverables as required by contract relative to scope, quality and schedule.

To facilitate communication and cooperation among all concerned parties, the OWNER and ENGINEER will take part in the following items:

1. Progress Reports
The ENGINEER will produce monthly progress reports for the OWNER during the project duration. These reports will detail the status of project design progress, schedule and budget and will be submitted in electronic form in conjunction with monthly invoicing. Progress meetings are anticipated to occur on a bi-monthly basis.

2. Additional Meetings
Two (2) additional meetings will be budgeted for this phase of the project. If needed, the OWNER or ENGINEER may request a meeting to discuss issues during the course of work.

3. Survey
The ENGINEER will obtain a topographic survey for the project sites in accordance with the standards of practice for land surveying in the North Carolina General Statutes 21-56, 1601-1603, Class A for Urban Land Surveys. The survey will establish street grades (crown and gutters), appropriate topography, visible utilities, gravity sewer inverts, inlet elevations, pipe flow lines, property lines and locations of recorded easements in the project vicinity, trees above six (6) inches diameter breast height (DBH), geotechnical and SUE boring locations and geometry of proposed easements. It is anticipated that topography will be provided for 2,700 linear feet of land surface at 100 feet total width, as well as for Triangle Park, property corner locates will be provided for up to 35 parcels of land, inverts of up to 25 sanitary sewer manholes, easements and plats will be determined for up to 35 parcels of land, locates for geotechnical borings will be provided for up to 43 holes and subsurface utility boring locates will be provided for up to 15 holes and various sanitary sewer service connections.

4. Geotechnical Engineering
The ENGINEER will utilize a licensed geotechnical engineer to characterize the soil conditions at each project site. This will include at least one soil boring for every 400 feet of pipeline and one soil boring near the upstream or downstream invert of each culvert crossing of a public street at a depth of three (3) feet below the proposed pipe depth. It is anticipated that the total number of borings will not exceed forty-three (43). The geotechnical report will characterize the soil type/classification, density, plasticity, permeability, and seasonal high water depth. Recommendations for general engineering and construction parameters will be provided. These will include recommended soil bearing pressures, suitability of materials for intended construction activities, and groundwater control measures. The report will not include chemical or corrosion analysis.

5. Subsurface Utility Engineering
The ENGINEER will utilize the topographic survey to identify surface utilities and other obstructions that may conflict with the proposed stormwater conveyance systems. The ENGINEER will employ a subsurface utility engineering (SUE) firm to horizontally and vertically locate existing utility conflicts, including pipe size and material. The ENGINEER will coordinate with utility companies/organizations to obtain as-built drawings of possible conflicts. It is anticipated that the total number of borings required for SUE will not exceed fifteen (15) borings.

6. Design

ENGINEER will prepare designs for two stormwater management systems using the Drainage and Watershed Planning Studies Report and the Preliminary Engineering Report as a baseline. Design hydrology, hydraulics and plans will be based on the City of High Point Design Standards and the City of High Point Storm Drainage System Design Manual. Roadway operations and repairs along North Carolina State highways will be based upon standards and guidelines published by the North Carolina Department of Transportation. Street operations and repairs along City of High Point streets will be based upon standards and guidelines published by the City of High Point. The project areas will include the following design elements:

R-1 – Tributary 1

- Upgrade storm drain system from just behind 702 and 704 Gatewood Avenue until the natural depression just upstream of Quaker Lane behind 811 Quaker Lane.
- Convert the natural depression behind 811 Quaker Lane into a floodplain bench area with downstream control structure for flood attenuation.

R-2 – Tributary 2

- Upgrade storm drain system from Totera Place and Holton Place intersection until W. Parkway Avenue.
- Install underground storage facility at Triangle Park. Tie-in strom drain systems to the east and north to the storage facility and then tie back to main drainage system down Council Street.
- Parallel storm drain system under Sunset Drive until the existing outfall into the open channel.
- Add a floodplain bench to the existing open channel and provide a control structure on the downstream end for flood attenuation.
- Upgrade storm drain pipe under W. Ray Avenue and continue storm drain upgrades until the existing outfall at Payne's Creek.

The designs will include construction plans, contract documents, technical specifications, and an opinion of probable cost. Individual tasks will include:

A. ENGINEER will coordinate with the City on matters affecting design standards, including typical design layouts prior to setting up the design sheets.
B. ENGINEER will prepare the designs and make submittals to the City for review at the 50%, 90% and 100% design stage. ENGINEER will arrange coordination meetings with City staff after each submittal to review the draft Plans, Specifications and Opinion of Probable Cost. ENGINEER will submit 2 sets of plans approximately five (5) business days prior to each coordination meeting. Plans will be configured with a 1'=20 horizontal scale and a 1' = 2' vertical scale.
C. ENGINEER will organize and conduct a field "plan-in-hand" review of the designs with City project team and utility representatives at the 50% submittal stage or when plans show enough detail to identify tree removal, utility conflicts, etc. ENGINEER will provide two (2) sets of half-size plans showing tree removal, utilities and utility conflicts five (5) business days prior to the scheduled "plan-in-hand" review.
D. ENGINEER will research property records at the Register of Deeds for use in establishing deed basemap. Field Staking Preliminary Easements – ENGINEER will perform preliminary field staking once for each parcel. ENGINEER will locate available property corners and/or other evidence of occupation for each parcel identified by the OWNER as needed for tying down easement location. This will include additional easement staking as required at bend points and approximately 50-foot intervals. Control Ties – ENGINEER will establish control ties for each parcel as for future construction and as-built purposes. In the instance that corners cannot be found ENGINEER will tie to the nearest street intersection and establish a permanent reference

point. Plats – Upon approval of the OWNER of the preliminary field staking the ENGINEER will prepare permanent drainage easement plats for recordation per the NC GS 47-30 mapping statutes for up to 40 parcels within the project area. Plat will be produced on a unit cost basis of $520 each. This will include draft plat preparation for review by the OWNER, coordination of comments from OWNER, and preparation of final plat. The Plat will include a physical drawn and labeled representation of the permanent easement and a metes and bounds description.

E. ENGINEER will attend up to 2 meetings with City property procurement staff to coordinate easements noted above. Revisions documented during these meetings will be incorporated into the design plans. It is anticipated that all plan revisions will be completed prior to 100% design stage.
F. The ENGINEER will design the relocation of sanitary sewer and sewer service re-connection. The design will be limited up to 950 linear feet of sanitary sewer and limited up to 10 sewer service re-connections. The ENGINEER will design the relocation of water main. The design will be limited up to 950 linear feet of water main. The design will also include the design of up to 10 water service re-connections.
G. The ENGINEER will provide construction drawings (1"=20' Horizontal and 1"=2' Vertical) and technical specifications for water main and/or sanitary sewer relocation design.

7. Permitting

ENGINEER will coordinate with City, State and Federal agencies to permit the proposed projects. These tasks will include:

A. ENGINEER will document the preliminary project design criteria and meet with the NC DENR Division of Water Quality – 401 Certification Unit and U.S. Army Corps of Engineers ACE via phone or in person to discuss the project. Comments from the 401 Certification Unit and/or ACE will be documented and to the extent practicable incorporated into the 50% design submittal.
B. ENGINEER will prepare the Pre-constuction Notification (PCN) forms required by the U.S. Army Corps of Engineers and NC DENR Division of Water Quality – 401 Certification Unit Submittal of permits to these agencies will take place after incorporation of City comments into the 50% plans..
C. It is anticipated that North Carolina Department of Transportation Right-of-Way Encroachment Permit will not be required for this project.
D. ENGINEER will prepare required Erosion and Sedimentation Control (ESC) plans and submittal forms. Submittal of the permit to this agency will take place after incorporation of City and any other available agency comments into the 90% plans.

OWNER is responsible for payment of all filing, plan review, permit, and associated fees, including any fees required for re-submittals resulting from City or agency review comments.

8. Public Participation

ENGINEER will assist the OWNER with distribution of information about the project to the public. This is anticipated to include:

A. ENGINEER will prepare a project fact sheet and project contact information for each of the two project areas. Field crews working on this project will have printed copies of the fact sheets available for distribution to neighborhood residents while they are working in the vicinity of each project site.

B. Public Meeting Notification – In preparation for the public meeting, ENGINEER will prepare an informational pamphlet and mail to all residences abutting the project area inviting attendance at the meeting.

C. Public Meeting – ENGINEER will coordinate and conduct a public meeting in the local community. One (1) public meeting will be conducted. The agenda for the meeting will be prepared in coordination with the CITY. Appropriate visuals and handouts will be prepared for the meeting. Documentation will also be prepared following the meeting. Comments will be categorized and become a part of subsequent planning and design efforts.

D. ENGINEER will meet with City staff and with property owners having property inside or immediately adjacent to the limits of construction to discuss the project and any particular landowner concerns regarding the design and construction schedule. Property owner meetings are assumed to be completed over a total period not to exceed 1 day.

9. Bid Document Preparation and Bidding Services

ENGINEER will prepare documents suitable for publicly bidding the project. This will include:

A. ENGINEER will provide a recommended construction schedule detailing the schedule constraints of the construction phase and accounting, to the extent practicable, for the availability of OWNER's construction inspection staff and on the constraints identified during Task 9B (above).
B. Upon final acceptance by the City of the construction drawings and specifications, ENGINEER will deliver five sets of signed and sealed drawings with five sets of contract documents and specifications. ENGINEER will provide one electronic copy of the drawings in AutoCAD format and one copy of the contract documents and specifications in PDF format.
C. ENGINEER assumes that there will be one contract and one bid for this project.
D. ENGINEER will prepare the Bid Notices for review by the City of High Point and incorporate comments.
E. ENGINEER will prepare advertisement of bid and coordinate with bid houses and local paper for publication. ENGINEER will prepare and sell Bid Documents to prospective bidders, track sales and, if required, issue up to 2 addenda for the project.
F. ENGINEER will attend one pre-bid meeting for each project and a field visit with bidders if requested by the City.
G. ENGINEER will respond to questions from bidders and issue formal responses for the City to distribute as addenda.
H. ENGINEER will attend the bid openings, tabulate the bids, and make recommendations to the City for contract award.

10. Construction Phase Assistance

ENGINEER will assist the OWNER with contract administration during construction. This is anticipated to include:

A. ENGINEER will review and advise OWNER regarding submitted insurance and bond certifications, OWNER's award and Notice to Proceed, and the initial construction project setup.
B. ENGINEER will coordinate with OWNER and attend a Pre-construction Conference and will provide documentation of discussions held and decisions made at that conference.
C. ENGINEER will provide three (3) field visits to observe construction activity on each project contingent upon the City providing all other inspection. ENGINEER's observation will be used to gauge general progress and adherence to the intent of the design, and will not be used to confirm strict conformance with the contract documents. ENGINEER's field observation will total no more than twenty-four (24) hours.
D. ENGINEER will review up to 15 shop drawing submittals per contract and respond to the City for contractors' Requests for Information.
E. ENGINEER will review up to two (2) Change Order requests from the contractors and make recommendations to the City for acceptance or denial.
F. ENGINEER will review monthly progress reports, schedule updates, and pay requests and make recommendation to the City for remedial actions and appropriate payments

G. ENGINEER will attend progress meetings as needed (up to two (2) meetings total) and prepare and distribute meeting minutes.
H. Upon receipt of certified survey drawings from the contractors, ENGINEER will prepare and submit 5 sets of signed and sealed Record Drawings to the City for the project.
I. ENGINEER will perform an inspection at the request of the City Inspector to review the progress of each project for Substantial Completion. Following the inspection, ENGINEER will make a recommendation to the City for issuance of Substantial Completion. In addition, ENGINEER will prepare a list of remaining items identified to be completed ("punch list") during the inspection and submit the list to the City for implementation.
J. ENGINEER will prepare Record Drawings from the As-built drawings provided by the contractor and field notes provided by the City Inspectors.

III. Deliverables

ENGINEER will provide the OWNER with the deliverables as identified in the Scope of Services for this contract including:

1. Survey
Survey drawings illustrating the above listed features will be prepared for use as base drawings for design. Delineation of property boundaries, existing easement boundaries, and other features necessary to delineate construction area limits will be shown on the base drawings. Each area will be referenced to temporary bench marks established in the field.

2. Geotechnical Engineering
ENGINEER will include the certified geotechnical report in the contract documents and will deliver two original signed and sealed reports to the City. Plan locations of the geotechnical borings will be provided as part of the deliverable in Task 1.

3. Subsurface Utility Engineering
CAD drawings showing existing plan and profile of utilities within the construction areas, identification of the utility conflicts with the proposed new stormwater infrastructure, and potential utility alterations will be provided as part of the deliverable in Task 1.

4. Design
ENGINEER will provide design submittals at 50%, 90% and 100% completion of Plans, Specifications, and Opinion of Probable Cost. ENGINEER will also provide organization, attendance, and documentation of a "plan-in-hand" field meeting at each of the project construction sites.

5. Permitting
ENGINEER will provide coordination with the U.S. Army Corps of Engineers and with the NC DENR – Division of Water Quality – 401 Certification Unit including preparation of required Preconstruction Notification (PCN) forms and associated documentation and provision of technical assistance during permit negotiations. If required, ENGINEER will prepare an individual 404 permit application. ENGINEER will prepare Erosion and Sedimentation Control (ESC) plans and submittal forms and documentation.

6. Public Information
ENGINEER will provide OWNER with one (1) electronic copy of each of two Project Fact Sheets to be distributed by ENGINEER's field crews and will attend and document meetings held with directly impacted property owners. All information prepared for the Public Meeting will be provided to the city in reproducible electronic format.

7. Bid Documents
ENGINEER will provide five (5) sets of signed and sealed drawings with five (5) sets of contract documents and specifications. ENGINEER will provide one electronic copy of the drawings in AutoCAD format and one copy of the contract documents and specifications in PDF format. ENGINEER will produce up to 30 copies of Bid Documents for sale to prospective bidders and posting in bid houses.

8. Construction Phase Assistance
ENGINEER will provide the memorandums and progress reports identified in Item 10 of this Scope of Services and will provide five (5) sets of signed and sealed Record Drawings for each construction project in ACAD format. .

IV. LIMITING ASSUMPTIONS/EXCLUSIONS

1. All plans, calculations, and modeling results will be produced in English units only.

2. Right-of-way maps which may include key maps, right-of-way detail maps, parcel sketches and descriptions, construction or drainage easements legal descriptions, recordable plats, acquisition services and parcel staking are specifically excluded.

3. FEMA coordination and/or map revisions are not included.

4. The OWNER will pay all costs associated with permitting and bidding the project.

5. NCDOT encroachment permitting is excluded.

6. Scope assumes wetlands impacts will be permitted via ACE Nationwide 27. Preparation of an ACE Individual Permit and/or associated wetland and stream mitigation is excluded.

7. Grant funding assistance is excluded.

8. The OWNER will provide the contract front end portion of the Bid Documents to the ENGINEER for incorporation. Any modifications of the front end portion of the Bid Documents will be performed by the OWNER.

9. To ensure appropriate construction oversight, the OWNER will provide construction supervision and inspection services necessary. ENGINEER will be present for the pre-construction meeting and to review submittals. Only three (3) field visits will be covered by the construction administration services provided by the ENGINEER.

10. All Construction Phase Services noted in the scope are assumed to be provided within the original contracted construction schedule. If the construction period extends beyond the original contracted construction schedule the additional services provided by the ENGINEER will be compensated based on mutual agreement between the City and the ENGINEER.

11. Re-staking of preliminary easements is specifically excluded.

12. Determination of deviation from and re-platting of easements due to changes during construction are specifically excluded.

13. Any traffic control plans beyond road closure for duration of construction activities.

14. ENGINEER will produce up to 40 plats with legal descriptions for the fee submitted in Exhibit C. Additional plats will be produced at a rate of $520 per plat and description.

15. ENGINEER will not perform field observation or inspection activities as part of Construction Phase Assistance.

EXHIBIT B

METHOD OF COMPENSATION

PROJECT: R-1 and R-2 Capital Improvements for
Ray/Hospital Design

1.0 <u>PURPOSE</u>

This Exhibit describes the provisions, limits, and method of compensation to be made to the ENGINEER for Services set forth in Exhibit A. The services are to be provided for the duration of the work specified in SECTION IV of the ENGINEER Agreement.

2.0 <u>FEES</u>

For the satisfactory completion of services detailed in Exhibit A Scope of Services, the ENGINEER shall receive compensation as follows:

A. Basic Services Fee (See Exhibit C for breakdown) $389,790

2.1 Basic Services Fee

The Basic Services Fee covers all Services outlined in Exhibit A, including expenses.

3.0 <u>METHOD OF PAYMENT</u>

3.1 General

A. The ENGINEER shall submit invoices in a format and with supporting cost documentation acceptable to the OWNER.

B. Bills for fees and other compensation for services or expenses shall be submitted to the OWNER in detail sufficient for a proper pre-audit and post-audit thereof.

3.2 Basic Services Fee

Payment for Basic Services shall be determined and made to ENGINEER on an hourly basis with a maximum amount not to exceed the Basic Services described above.

3.3 Contingency Fee

Additional services that are mutually agreed to be below the Contingency identified in Exhibit C can be authorized in writing by OWNER.

3.4 Additional Services Fee

ENGINEER shall perform work as detailed in Exhibit A for the fee described herein. Additional services requested by the OWNER shall be documented in a written proposal by the ENGINEER and fairly compensated based on mutual agreement between the parties to this agreement.

4.0 DETAILS OF COST AND FEES

Details of cost and fees for the performance of the ENGINEER's services are attached as Exhibit C.

EXHIBIT C

DETAILED COST AND FEES

PROJECT: R-1 and R-2 Capital Improvements for
Ray/Hospital Area

Insert detailed cost breakdown here

EXHIBIT D

PROJECT SCHEDULE

PROJECT: R-1 and R-2 Capital Improvements for
Ray/Hospital Area

The proposed Project Schedule is detailed in the attached schedule. Completion of the design and permitting portion of this Agreement is anticipated to be December 3, 2009 for Ray/Hospital Area. These dates can by modified, as approved by the OWNER, through a "Letter of Time Extension" submitted by the ENGINEER. The “Letter of Time Extension” will detail the delays resulting in the need of project schedule adjustment, provided there are no changes in compensation or scope of work.

Insert detailed schedule here

EXHIBIT C
Schedule of Fees
City of High Point, NC
R-1 and R-2 Capital Improvement Projects
Ray/Hospital Area

ACTIVITY	SR MGMT		PROJ. MGR		QC ENGINEER		SR ENGINEER		PRJ ENG / GIS		JR ENG/TECH		CLERICAL		TOTAL HOURS	TOTAL COSTS
		$140.00		$125.00		$135.00		$110.00		$90.00		$70.00		$45.00		
Task I - Project Management	45	$6,300	99	$12,375	0	$0.00	0	$0	0	$0	0	$0	0	$0	144	$ 18,675
Task II - Additional Meetings	6	$840	6	$750	0	$0.00	0	$0	0	$0	0	$0	0	$0	12	$ 1,590
Task III - Survey Coord	4	$560	16	$2,000	0	$0.00	0	$0	0	$0	80	$5,600	0	$0	100	$ 8,160
Task IV - Geotechnical Coord	4	$560	8	$1,000	0	$0.00	0	$0	12	$1,080	20	$1,400	0	$0	44	$ 4,040
Task V - Subsurface Utility Coord	4	$560	32	$4,000	0	$0.00	0	$0	12	$1,080	40	$2,800	0	$0	88	$ 8,440
Task VI - Design	42	$5,880	288	$36,000	57	$7,695.00	315	$34,650	320	$28,800	604	$42,280	0	$0	1,626	$ 155,305
Task VII - Permitting	24	$3,360	48	$6,000	0	$0.00	48	$5,280	24	$2,160	0	$0	40	$1,800	184	$ 18,600
Task VIII - Public Participation	20	$2,800	20	$2,500	0	$0.00	0	$0	0	$0	80	$5,600	0	$0	120	$ 10,900
Task IX - Bid Document	6	$840	30	$3,750	0	$0.00	88	$9,680	130	$11,700	0	$0	36	$1,620	290	$ 27,590
Task X - Construction Phase Assistance	32	$4,480	90	$11,250	0	$0.00	40	$4,400	0	$0	40	$2,800	20	$900	222	$ 23,830
TOTAL PROJECT	187	$26,180	637	$79,625	57	$7,695	491	$54,010	498	$44,820	864	$60,480	96	$4,320	2,830	$277,130

Survey	$ 9,960
Easement Plats	$ 20,800
Traffic Control	$ 8,050
Jurisdictional Determination	$ 2,000
Geotech	$ 14,375
SUE	$ 9,718
Project Labor Subtotal	**$ 342,033**
Direct Expenses	$ 13,554.00
Contingency (10%)	$ 34,203.25
DEWBERRY MNE	**$ 389,790**

Note: Subconsulting services including Traffic Control, Geotechnical and Subsurface Utilities include a 15% management fee.

DATE: June 30, 2009

TO: Patrick Pate
Assistant City Manager

FROM: Brent Kinney, Master Police Officer III
City of High Point Taxi Inspector

SUBJECT: CHANGE IN PUBLIC CONVENIENCE AND NECESSITY PERMIT

As we discussed in the past few weeks, the management of First Class Cab has submitted to me an application to amend the names on the public convenience and necessity (PCN) permit to operate taxicabs issued by city council. The permit is currently in the name of Nawaz Ahmed Khan. The application requests council add the names of Zubair Ali and Zafar "Malik" Iqbal alongside Khan's name. Council action is required for this amendment.

I have made Ali and Iqbal aware that when this application is brought before council, the members will be made aware of Khan's January 2009 felony drug arrest that was recently discovered. They are aware of this and still want to proceed. Since Khan's arrest, he has left the country and is currently in Pakistan. The PCN permit application has been properly submitted and I have completed all of the required background checks. Please accept this memorandum as notice of Ali's and Iqbal's request for council action.

Brent Kinney
Taxicab Inspector
High Point Police Department

I Ahmed Nawaz Khan have 2 partners Zubair Ali & Zafar Iqbal, we each own equal shares in the company Yellow First Class Cab. I am requesting you to add their name to the title for the busnress. We each own 33 1/3 % of the business and would like each name. Ahmed Nawaz Khan, Zubair Ali, and Zafar Iqbal on business title.

[redacted]

Ahmed Nawaz Khan ______

Zubair Ali ______

Zafar Iqbal. ______

Notary

Ahmed Nawaz Khan, Zubair Ali and Zafar Iqbal appeared before me This 19th day of May 2009 To sign The above.

Sandra B Thompson
my comm expires 3. 17. 2012

05/28/2009
RUSTY PATE
w/GSO SSA
CONFIRMED
ALL 3
SS#5

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE OPERATION OF TAXICABS AND OTHER VEHICLES FOR HIRE IN THE CITY OF HIGH POINT, NORTH CAROLINA

TO THE CITY COUNCIL OF THE CITY OF HIGH POINT:

As required by Title 11, entitled "Licensing and Regulation" Chapter 2, entitled "Vehicles for Hire, of the Code of Ordinances, the undersigned hereby makes application for a Certificate of Public Convenience and Necessity for YELLOW FIRST CLASS CAB and for that purpose hereby certifies the following information required by this ordinance, and does hereby represent and affirm that the information given is true. (Attach additional pages as necessary).

1. Name of owner: Zubair Ali, Ahmed Nawaz KHAN, Zaffar Iqbal
   (State whether an individual, partnership or corporation and list all names. If corporation, attach certified copy of Articles of Incorporation. If partnership, attach certificate that partners are doing business as a partnership).
2. Date of birth of each name listed: Zubair 9/11/64 Ahmed 2/20/70 Zafar 12-15-80
3. Social Security number of each name listed: [redacted]
4. Business address: 100 Lindsay Place Suite B
5. Telephone number: 336-885-7966
6. The proposed operation is financed as follows: by applicants Soley
   (If the proposed operation is financed entirely by the applicant, that should be stated. If the proposed operation is financed wholly or partly by means of borrowed money or capital in any form furnished by any person other than the owner, the name of the person lending the money or furnishing the capital must be disclosed).
7. Financial statement of the applicant is attached hereto and made a part of this application.
8. List any unpaid or unbonded judgments of record against such owner, title of all actions and the amounts of all judgments unpaid or unbonded, and reference to the judgment docket and page where judgment is recorded: —0—
9. A. Number of vehicles owned: 14
   (14) BMK B. Number of vehicles actually operated by applicant on day of application, if any: 14
10. Attach criminal record of applicant, if any. If applicant is a corporation, criminal record of officers, directors, supervising employees, including manager, if any:
11. Location and description of business office and terminals: 100 Lindsay place Suite B.
12. Experience of applicant in the transportation of passengers for hire: 7-10 years transportation Experience
13. Statement of reason the applicant believes that the public convenience and necessity would be served by the granting of this application: Improving Local transportation in City.

Signature of Applicant

Zubair Ali

Date received: 05/20/09 by: B McKinney .D.
Forwarded to Manager: 07/08/2009
Forwarded to City Council: ________

Engineering Services Department

B. Keith Pugh, P.E.
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

Date: July 27, 2009

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services BKPugh

Re: City Council Agenda - Water and Sewer Maintenance Contract – City Contract ENG-2009-03, Contract Extension #3

On Monday, February 23, 2009 the City of High Point received and opened bids for Contract ENG-2009-03, Water and Sewer Maintenance. We received four bids. The contract was awarded to the lowest responsive bidder, Breece Enterprises at the available funding level of $350,000. To date, there have been two contract extensions approved totaling $103,687, bringing the contract total to $453,687.

This contract contains an extension clause that allows the City to extend this contract up to 100 percent beyond the original contract amount. Public Services requests that we exercise the remaining capacity of the contract and extend to the full 100%. No other extensions are allowed on this contract. The contract time will be extended to November 30, 2009.

This contract is used to perform regular maintenance and emergency repairs on existing water and sewer mains in the City of High Point's system. Typical work performed under this contract includes, but is not necessarily limited to replacing and or repairing: water service lines, meter yokes, meter boxes, fire hydrants, water valves, water mains, sewer service lines and cleanouts, sewer manholes, inverts and castings, sanitary sewer mains, storm sewer lines. This contract also includes new water and sewer service lines.

Engineering Services recommends that City Council approves this extension for $246,313, thus bringing the total water and sewer maintenance contract with Breece Enterprises to $700,000.
Funding is available in the following accounts:

421779-533701-421001010205-40202	$ 150,000
421779-533701-421001012805-40202	$ 96,313
Total:	$ 246,313

/bkp

Cc: Mr. Jeff Moore, Finance Director
Mr. Bob Martin, Purchasing Division
Mr. Chris Thompson, Public Services
Mr. Terry Houk, Public Services
Mr. Leon Adams, Adams and Clark Enterprises, Inc.

Public Services Department

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

Date: July 27, 2009

To: Pat Pate, Assistant City Manager

From: Terry Houk, Assistant Director of Public Services (TLH)

Re: Agenda Item

I respectfully request that the following be included for consideration on the next Council Agenda:

> Acceptance of contract for engineering services related to Northwest Water System Improvements between the City of High Point and Davis-Martin-Powell and Associates, Inc.

Engineering services refers to construction services overseeing the Northwest waterline project for the City of High Point.

Public Services is recommending this amendment be accepted for:

Engineering Services – NW Water System Improvements	$140,000.00

Funding for this amendment will come from 421779-527105-421001020720-40206.

Cc: Chris Thompson
Jeff Moore
Bob Martin
Patty Sykes
File

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.1675 Phone: 336.883.3215 TDD: 336.883.8517

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.
ENGINEERING ◦ LAND PLANNING ◦ SURVEYING
6415 Old Plank Road, High Point, NC 27265
(336) 886-4821 ◦ Fax (336) 886-4458 ◦ www.dmp-inc.com

July 6, 2009

Re: City of High Point, NC
Northwest Water System

Water Main Extension
DMP Project E-3927 (BF)

Mr. Terry Houk
City of High Point
PO Box 230
High Point, NC 27261

Dear Terry:

Now that the referenced project is moving to the construction phase, and since construction related Engineering Services were not authorized in our original contract for water main extensions to serve the Northwest Area, we are enclosing six copies of our proposed Engineering Services Agreement Amendment to add water main extension construction related services to our contract.

As indicated in the Amendment, we recommend a budget of $140,000 for the detailed daily Inspections and Construction Administration Services as presented in our recommendation of construction contract award letter dated in July 6, 2009.

We greatly appreciate the opportunity of submitting this Amendment for your consideration and look forward to continuing to serve the City of High Point with these major utility improvements serving the Northwest Area.

Should any questions arise pertaining to this Amendment, please let us know.

With best personal regards, I remain,

Very Truly Yours,

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

Randy L. McNeill, PE

RM/dd
C: Chris Thompson
File

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City of High Point
Budget & Evaluation Office

July 28, 2009

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The City's Department of Transportation has negotiated a Municipal Agreement with NC DOT which will result in the City receiving $400,000 in American Recovery and Reinvestment funds. The City will use the stimulus funds for environmental planning and preliminary engineering related to the replacement of the interchange of US 311 and NC 68.

David Hyder has requested a budget amendment to appropriate the stimulus funds for this project which is attached.

David, Mark McDonald, or Keith Pugh will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
David Hyder
Mark McDonald
Keith Pugh

P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3052 Phone: 336.883.3296 TDD: 336.883.8517

Memorandum

To: Louanne C. Hedrick , Budget & Evaluation Officer

CC: Randy McCaslin, Jeff Moore, Mark McDonald, P.E., Keith Pugh, P.E., Glenda Barnes

From: David W. Hyder, P.E. David W. Hyder

Date: 7/28/2009

Re: ARRA Funding for US 311/NC 68 Interchange Replacement (TIP#U-5169)

The North Carolina Department of Transportation agreed to use $400,000 in American Recovery and Reinvestment (ARRA) funds to complete Environmental Planning and Preliminary Engineering for the replacement of the existing interchange of US 311 and NC 68 (Eastchester Drive). The Transportation Department has negotiated a Municipal Agreement for the subject project and has asked that Council approve the agreement at its next meeting. Please prepare an amendment to the City's budget to set up an account to support this project.

The proposed municipal agreement allows for one hundred percent (100%) reimbursement of up to $400,000 dollars for the purposes of environmental planning, preliminary engineering, and permitting. Costs over $400,000 will be born entirely by the City. The contract also allows the Department of Transportation to charge against the $400,000 for review and oversight of the project.

"AN ORDINANCE AMENDING THE 2009-2010 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR AMERICAN RECOVERY & REINVESTMENT FUNDS
FOR US 311/NC68 INTERCHANGE REPLACEMENT

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

Section 1. The City has an executed NCDOT Municipal Agreement for the replacement of the interchange of US 311 and NC 68 as described in the Municipal Agreement. The City will receive stimulus funding for the project from the American Recovery and Reinvestment funds as negotiated with the NC Department of Transportation.

Section 2. The following additional revenues that will be available to the City of High Point include:

(A) That the Special Grants Fund of the City of High Point, is hereby amended as follows:

Federal Grant Funds (301610/412999)	$ 400,000

(B) That the following Special Grants Fund expenditures for the interchange of US 311 and NC 68 be established as follows:

Infrastructure Improvements (301610/533701)	$ 400,000

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

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

Adopted this ______ day of August, 2009

Parks & Recreation Department

Director's Office

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

To: Pat Pate
Assistant City Manager

From: Allen Oliver
Parks and Recreation Director

Date: July 28, 2009

Subject: Miracle League Playground

On July 28, 2009 bids were opened for the Miracle League Playground. The playground will be part of the construction and improvements to the High Point Athletic Complex and will be located beside the Miracle League Field presently under construction.

The playground was funded by the money raised by Miracle League Fund Raising Committee the project is within the budgeted amount of $150,000. I would like to recommend awarding the contract to Playworld Carolinas in the amount of $146,536 as the bidder meeting specifications in design, budget, installation schedule and safety surfacing.

I will be more than glad to answer question you may have on this project.

136 Northpoint Ave. • P.O. Box 230 • High Point, NC • 27262 • USA
Phone: 336-883-3487 • Fax: 336-883-8524 • www.high-point.net/pr

BID INFORMATION AND RECOMMENDATION

BID # 05-072809 **DATE OPENED:** July 28, 2009

DESCRIPTION: Playground Equipment for Miracle League/Soccer Field

BID PACKAGES DISTRIBUTED: 7 **DEPARTMENT:** Parks & Recreation

SOURCE OF FUNDS: 411410-533701-411001007405-40216 **BUDGETED AMOUNT:** $150,000.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Playground Equipment for Miracle League/Soccer Field**	**$146,536.00**	**$146,536.00**

PURPOSE: This purchase is to provide, design and install a new playground area at the Miracle League Complex.

COMMENTS: Award recommendation is to Playworld Carolinas, the low bidder meeting specifications in budget, installation schedule, safety surfacing and providing superior design in equipment. While all responses met minimum requirements, the primary evaluative criteria proved to be the proposed design of the playground and safety surface. The two lowest bids proposed a non-concrete foundation for the safety surface which caused concerns about long-term stability and maintenance. The bid of Playworld Carolinas provided the greatest amount of equipment for the budget.

BID TABULATION

VENDOR NAME & ADDRESS	DESIGN FEE	EQUIPMENT	INSTALLATION	SAFETY SURFACE	TOTAL BID	COMMITTEE RECOMMENDED
Playworld Carolinas **Attn: Cobie Ellington** **13504-G Southpoint Blvd** **Charlotte, NC 28273**	**0**	**79,620.00**	**16,800.00**	**50,116.00**	**146,536.00**	**1**
Piedmont Parks Attn: Tim Thornburg P.O. Box 8307 Greensboro, NC 27419	0	67,658.00	19,135.00	56,783.62	143,576.62	2
Carolina Recreation Products Attn: Russell Cox P.O. Box 29242 Greensboro, NC 29242	0	77,419.00	16,000.00	54,831.00	148,250.00	3
Cunningham Associates, Inc. P.O. Box 240981 Charlotte, NC 28224	0	66,500.00	24,000.00	39,795.00	135,750.00	4
Pegg's Recreation,Inc. Attn: Donnie Brinegar P O Box 917 Mooresville, NC 28115	0	79,241.56	8,849.00	44,365.00	132,455.56	5

The **PURCHASING DEPARTMENT AND PARKS & RECREATION DEPARTMENT** recommend that the contract for **PLAYGROUND EQUIPMENT FOR THE MIRACLE LEAGUE/SOCCER FIELD PROJECT** be awarded to **PLAYWORLD CAROLINAS** the lowest responsible and responsive bidder meeting specifications, in the amount of **$146,536.00**

DATE OF RECOMMENDATION: July 29, 2009

Strib Boynton

Strib Boynton, CITY MANAGER

Transportation Department

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Memorandum

To: Randy McCaslin, Assistant City Manager

CC: Mark McDonald, P.E., Keith Pugh, P.E.

From: David W. Hyder, P.E. DWH

Date: 7/23/2009

Re: ARRA Funding for US 311/NC 68 Interchange Replacement (TIP#U-5169)

Attached are two originals of the proposed municipal agreement between the City of High Point and the North Carolina Department of Transportation and a draft council resolution authorizing the Mayor or City Manager to execute the contract on behalf of the City.

The proposed municipal agreement allows for one hundred percent (100%) reimbursement of up to $400,000 dollars for the purposes of environmental planning, preliminary engineering, and permitting. Costs over $400,000 will be born entirely by the City. The contract also allows the Department of Transportation to charge against the $400,000 for review and oversight of the project.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8568 Phone: 336.883.3225/3226 TDD: 336.883.8517

RESOLUTION

By the

HIGH POINT CITY COUNCIL

US 311/NC 68 INTERCHANGE STUDY (PROJECT # U-5169)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act funding for preliminary engineering for a replacement of the interchange of US 311 and NC 68; and,

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said study; and,

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of $400,000.00; and ,

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of $400,000.00.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement whit the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

____
Rebecca R. Smothers, Mayor

Attest:

____
Lisa B. Vierling, City Clerk

NORTH CAROLINA

GUILFORD COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HIGH POINT

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 6/26/2009

TIP #:	U-5169	
WBS Elements:	PE	45220.1.ST1
	ROW	________
	CON	________
Federal Aid Project #:		STM-0311(26)
CFDA #:	20.205	
Total Funds [NCDOT Participation]	$400,000	

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes ARRA funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for US 311 (I-74) NC 68 Interchange Reconstruction, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $400,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and, WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.

- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.

- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.

- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of preparing a NEPA document, interchange justification study, and preliminary engineering necessary to replace the existing interchange that is operating at a poor level of service.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning/Design

- Environmental Documentation

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Four Hundred Thousand Dollars ($400,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match $	Non-Federal Match Rate
ARRA	$400,000	100 %	$0	0 %
Total Estimated Cost		**$400,000**		

4. TIME FRAME

The Municipality, and/or its agent, shall complete the Project by April 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall issue a Notice to Proceed to the City, in writing, once funds have been authorized and can be expended. The City shall not contract for, or perform, any work prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROCUREMENT SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

REVIEW AND APPROVAL BY THE DEPARTMENT

All procurement proposals shall be submitted to the Department for review and approval before Municipality executes a contract. The Department will provide written approval to the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.

- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

FINAL PROJECT CERTIFICATION

Upon completion of the Project, the Municipality shall provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

9. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Planning
- Environmental Documentation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of $400,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

  All invoices associated with the Project must be submitted within six (6) months of the completion and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

10. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

11. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for ARRA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

12. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF HIGH POINT

BY: ______________________ BY: ______________________

TITLE: ______________________ TITLE: ______________________

DATE: ______________________

Approved by ______________________ of the City of High Point as attested to by the signature of ______________________ Clerk of the ______________________ on ______________________ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

____

(SEAL) (FINANCE OFFICER)

Federal Tax Identification Number

____

City of High Point

Remittance Address:

____

____

DEPARTMENT OF TRANSPORTATION

BY: ______________________

(STATE HIGHWAY ADMINISTRATOR)

DATE: ______________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 9, 2009