

City of High Point

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

Meeting Agenda

Monday, July 19, 2010

4:45:00 PM

Council Chambers

Committee of the Whole

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

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE****100197 Contract - Bid No. 32 - Old Winston Road Improvements**

Approval of contract awarding Bid No. 32 for the Old Winston Road Improvements. Purchasing and Public Services recommend that contract be awarded to Larco Construction Company in the amount of \$3,894,763.00 which is the lowest responsible and responsive bidder meeting specifications.

100198 Contract - Bid No. 34 - Roof Replacement - High Point Police Department

Approval of contract awarding Bid No. 34 for the roof replacement at the High Point Police Department. Purchasing and Facility Services recommends that contract be awarded to Sunbelt Roofing, Inc. in the amount of \$130,000.00 which is the lowest responsible and responsive bidder meeting specifications.

100199 Contract - Bid No. 35 - Roof Replacement - Municipal Operations Center

Approval of contract awarding Bid No. 35 for the roof replacement at the Municipal Operations Center. Purchasing and Facilities Services recommends that contract be awarded to Affordable Roofing, Inc. in the amount of \$222,548.00 which is the lowest responsible and responsive bidder meeting specifications.

100200 Purchase of Equipment - Used Track Loader - Landfill Operations

Approval of the purchase of a 2006 Caterpillar 963 used Track Loader in the amount of \$132,950.65 for use at the city's landfill operations.

100201 Purchase of Equipment - New Wheel Loaders - Landfill Operations

Approval of the purchase of two (2) 2010 John Deere 624K Wheel Loaders in the amount of \$154,729.90 each for use at the City's landfill operations.

100202 Contract Extension - Water and Sewer Maintenance Contract - Breece Enterprises

Approval of a contract extension with Breece Enterprises, Inc. for the city's water and sewer maintenance in the amount of \$445,985.00

100203 Engineering Services Agreement - Stantech Consulting Services - Deep River Greenway

Approval of an Engineering Services Agreement for the section of the Deep River Greenway from University Park to the Rebecca R. Smothers Piedmont Environmental Center to Stantech Consulting Services, Inc. in the amount of \$104,360.33.

100170 Purchase of Property - Jackson Lake Road - Electric Substation

Council is requested to authorize the City Attorney's office to proceed with the purchase of a 10 acre tract of property located at 1633-1641 Jackson Lake Road in the amount of \$110,000.00 for the Electric Department as an electric substation site.

100224 Supplemental Agreement - NCDOT - US 311 & 68 Interchange Study

Council is requested to authorize staff to execute documents with the North Carolina Department of Transportation (NCDOT) relating to the US 311 & NC 68 Interchange Study.

100225 Access Study For Davidson Community College Consultant Selection

Council is requested to approve agreement with Michael Baker Engineering, Inc., as the consultant for the access study for Davidson Community College.

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**100204 Ordinance - Demolition of Structure - 1118 Adams Street**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1118 Adams Street belonging to Roger S. Griffin and Edgar Ray Griffin.

100205 Ordinance - Vacate/Close Structure - 709 N. Centennial Street

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 709 N. Centennial Street belonging to T & C Associates, Inc.

100206 Ordinance - Vacate/Close Structure - 529 Vandever Street

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 529 Vandever Street belonging to Robert W. Henderson.

100207 Ordinance - Vacate/Close Structure - 1137 Montlieu Avenue

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 1137 Montlieu Avenue belonging to Valentine G. Necko, Jr and Janella.

100208**Ordinance - Vacate/Close Structure - 401 Manor Drive**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 401 Manor Drive belonging to Raymond W. Chambers.

100209**Ordinance - Vacate/Close Structure - 115-4A Chestnut Drive**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 115-4A Chestnut Drive belonging to Dwayne Newby.

100210**Ordinance - Vacate/Close Structure - 609 Bridges Drive**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 609 Bridges Drive belonging to mary Lou Brinson.

100211**Ordinance - Vacate/Close Structure - 2417 Robbins Street**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 2417 Robbins Street belonging to Schwarz properties, LLC.

100212**Ordinance - Vacate/Close Structure - 501 Meredith Street (A,B,C)**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 501 Meredith Street (A,B,C) belonging to Schwarz Properties, LLC.

100213**Ordinance -Vacate/Close Structure - 503 Meredith Street (B,C,D)**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 503 Meredith Street (B,C,D) belonging to Schwarz Properties, LLC.

100214**Ordinance - Vacate/Close Structure - 505 Meredith Street (A,B,C,D)**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 505 Meredith Street (A,B,C,D) belonging to Schwarz Properties, LLC.

100215**Ordinance - Vacate/Close Structure - 507 Meredith Street (A,B,C)**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 507 Meredith Street (A,B,C) belonging to Schwarz Properties, LLC.

100216**Ordinance - Vacate/Close Structure - 509 Meredith Street (A,B,D)**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 509 Meredith Street (A,B,D) belonging to Schwarz Properties, LLC.

100217 Ordinance - Vacate/Close Structure - 511 Meredith Street (A,B,C)

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 5011 Meredith Street (A,B,C) belonging to Schwarz Properties, LLC.

100218 Ordinance - Vacate/Close Structure - 513 Meredith Street (A,B,C,D)

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 513 Meredith Street (A,B,C,D) belonging to Schwarz Properties, LLC.

100219 Ordinance - Vacate/Close Structure - 515 Meredith Street (A,B,C,D)

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 515 Meredith Street (A,B,C,D) belonging to Schwarz Properties, LLC.

PUBLIC SERVICES COMMITTEE**PLANNING & DEVELOPMENT COMMITTEE****Pending Items****100174 Appeal of Technical Review Committee (TRC) Decision**

Consideration of an appeal of the Technical Review Committee's decision to require dedication of right-of-way for a proposed subdivision located at the southeast corner of Greensboro Road and Enterprise Drive.

6/21/2010 Committee of the Whole referred

Planning and
Development Committee

MISCELLANEOUS**100221 Appointment - Boards & Commissions - Citizens Advisory Council**

Council Member Sims is recommending the appointment of Jeff Golden (Ward 1) to the Citizens Advisory Council (CAC). Appointment effective immediately and will expire May 32, 2012.

100222 Appointment - Boards & Commissions - Citizens Advisory Council

Council Member Bencini has submitted the name of Roger Perrine (Ward 4) for appointment to the Citizens Advisory Council. Appointment effective immediately and will expire May 31, 2012.

100223 Appointment - Boards & Commissions - Planning and Zoning Commission

Council Member Bencini has submitted the name of John McKenzie (Ward 4) for appointment to the Planning & Zoning Commission. Appointment effective immediately and will expire July 1, 2013.

PUBLIC HEARINGS ON ITEMS**Planning & Development Committee****100220****Ordinance - Rezoning Case 10-08 - High Point Bank & Trust Company**

A request by High Point Bank & Trust Company to rezone approximately 1.10 acres from the Conditional Use Limited Business (CU-LB) District to a Highway Business (HB) District. The site is lying at the southeast corner of N. Main Street and E. Bellevue Drive (2926 & 2928 N. Main Street).

ADJOURNMENT

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 609 Bridges Drive

OWNER: Mary Lou Brinson

FIRST

INSPECTION:

4-30-2010

Number of Violations: Major 5 Minor 8

1) exposed wiring-ceilings, missing some fixtures

2) broken electrical outlets

3) loose wiring hanging from walls-dining room wall

4) inoperable windows

5) loose flooring on the front porch

6) tree root cracking foundation wall

HEARING

RESULTS:

5-14-2010

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults at the time of the inspection. The tenants moved on 6-18-2010. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S)

ISSUED:

5-14-2010

Order to Repair 5-14-2010 with a compliance date of 6-14-2010

APPEALS:

No appeals to date.

OWNER

ACTIONS:

There have been no repairs and no permits applied for.

EXTENSIONS:

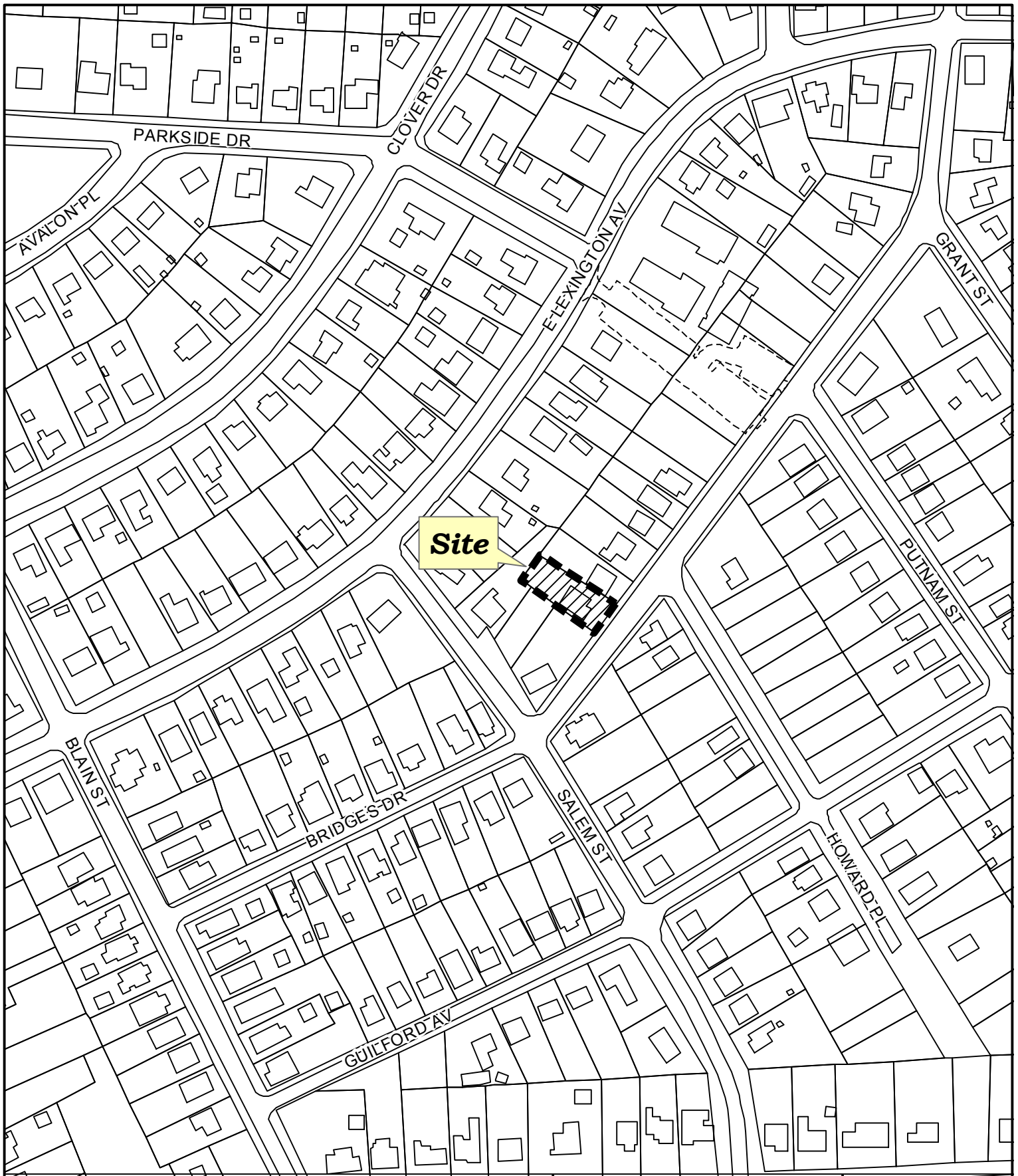
None requested by owner.

CURRENT

STATUS:

7-9-2010

Conditions still exist. Dwelling vacant and secure.



609 Bridges Drive

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate



609 Bridges Drive

BID INFORMATION AND RECOMMENDATION**BID #** 34-062310**DATE OPENED:** June 23, 2010**DESCRIPTION:** Roof Replacement-High Point Police Department**BID PACKAGES DISTRIBUTED:** 34**DEPARTMENT:** Facility Services**SOURCE OF FUNDS:** Department of Energy Grant (Recovery Funds)**BUDGETED AMOUNT:** \$100,000.**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	Roof Replacement-High Point Police Dept.	\$130,000.00	\$130,000.00

PURPOSE: The work involves replacing the roof at the High Point Police Department with a new energy efficient roofing system.**COMMENTS:** Funding for this project came from the American Reinvestment and Recovery Act through the Department of Energy.**BID TABULATION**

Bidder	Bid Amount
Sunbelt Roofing	\$130,000.00
AAR of North Carolina	\$138,500.00
Allied Roofing	\$160,950.00
Baker Roofing	\$183,650.00
Davco Roofing	\$187,000.00
Carolina Roofing Solutions	\$189,229.00
Triad Roofing	\$201,925.00
Affordable Roofing	Errors in Bid-Non Responsive

The **PURCHASING DEPARTMENT AND FACILITY SERVICES DEPARTMENT** recommend that the contract for **ROOF REPLACEMENT AT THE HIGH POINT POLICE DEPARTMENT** be awarded to **SUNBELT ROOFING, INC.**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$130,000.00**.

DATE OF RECOMMENDATION: July 12, 2010.

Strib Boynton, CITY MANAGER



July 13, 2010

To: Randy McCaslin, Assistant City Manger

From: Garey Edwards, Electric Director

Subject: Property Purchase Future Substation

One of our Capital Improvement Plan (CIP) projects has been to purchase a future substation site located between the existing Fairfield and Jackson Lake Substations. Some of the driving factors for this project are as follows:

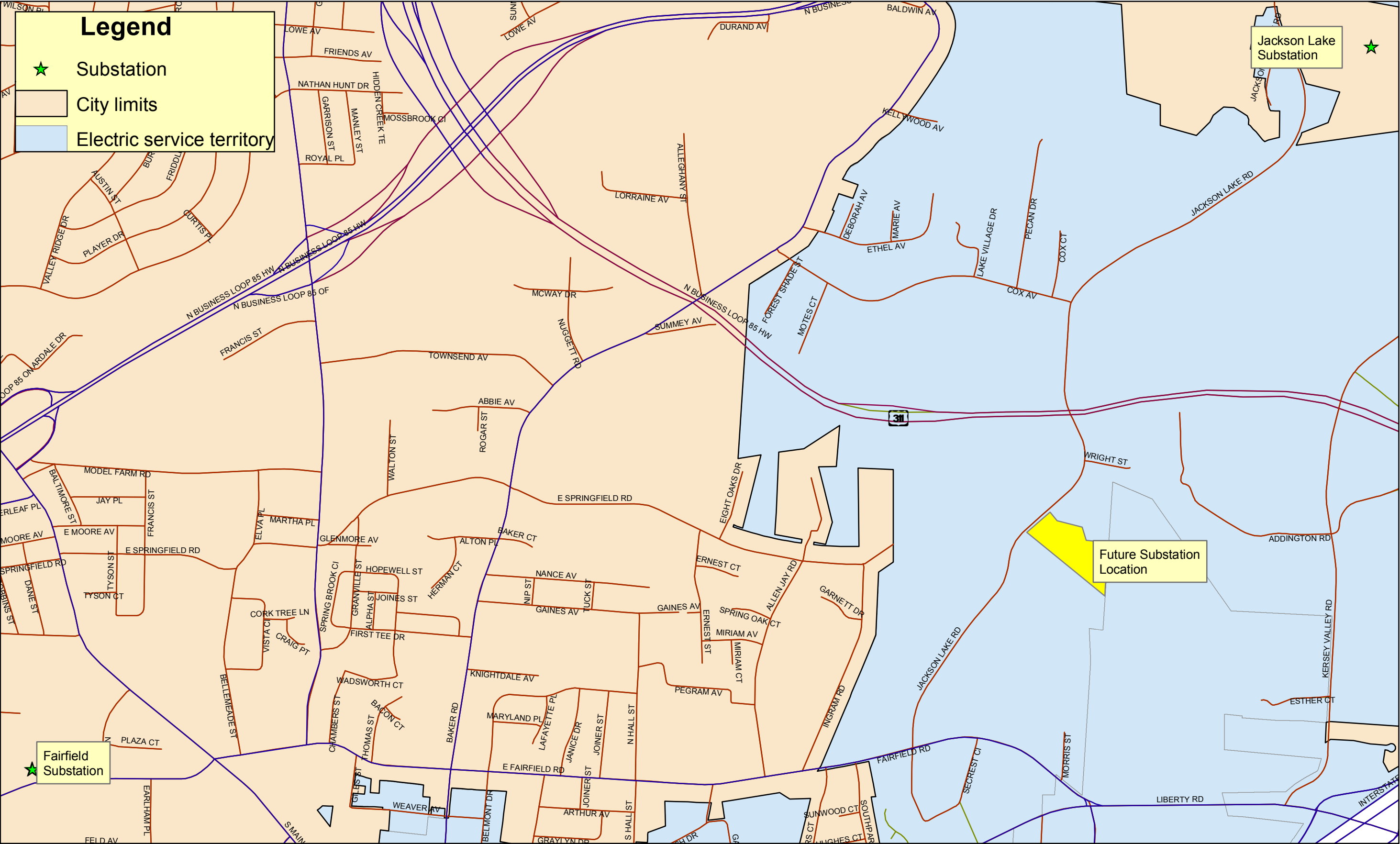
- We will need to relieve some of the load at the Fairfield and Jackson Lake Substations. The new substation will also give us some backup to the existing facilities for maintenance and outage restoration.
- Under the provisions of the 1989 Duke contract, we are obligated to serve this area upon annexation. The area is currently rural; however, when future development takes place, its close proximity to multi-lane highways would make it a logical area for industrial/commercial development.
- It is centrally located between the Fairfield and Jackson Lake Substations.
- We will also need a site for future peak generation and/or solar generation.

The contract amount is well under the budgeted amount of \$300,000. I am recommending that we proceed with the purchase.

cc: file
Henry Moon
Larry Hopkins

City of High Point, P.O. 230, 816 E. Green Dr., High Point, NC 27261 USA
Phone 336.883.3485 Fax: 336.883.3478 TDD 336.883.8517





Right of Way

Henry T. Moon, III
RIGHT OF WAY AGENT



MEMO

June 15, 2010

To: JoAnne Carlyle

From: Henry T. Moon

Subject: Purchase Electric Substation Site

Please secure Council approval to purchase the approximate 10 acre tract known as tax map 15-94-7045-0-1009-E-001. The purchase price is \$110,000. Gary Edwards will be present at Finance Committee and Council meeting to answer any questions. I will have the map for Council to Cindy on Thursday.

If you have any question, please advise.

Cc: Cindy Smith ✓
Pat Pate
Gary Edwards
Larry Hopkins



Vacant Land **MLS No.: 505096**

Status: Active LP: \$ 200,000 **Photo: Media: 1**

Address: 1633-1641 Jackson Lake Road

Area/Grid: 80 / D2

City: High Point

Zip: 27263

County: Guilford

Subdivision:

GPS:

Lot:

Block:

Section:

Map:

Type:

Zoning: RS9

Flood Zone:

List Office: PRUDENTIAL CAROLINAS REALTY

Remarks:

Directions: From High Point take Main Street South to Fairfield Road, make Left on Fairfield, Left on Jackson Lake Road.

Property Information

Best Use:

Land Desc:

Transportation:

Deed Restriction:

\$/AC: \$

Approx Wooded AC:

Approx Cleared AC:

Approx Total AC: 9.96

Documents:

Topo:

Buildings:

Fencing:

Easement:

Known Environmental Hazards:

Sell Options:

Rd Frontage:

Misc:

Main Rd Type:

Lot Dimensions:

Available Utilities

Electric:

Water:

Sewer:

Phone:

Gas:

Water Line Size:

Sewer Line Size:

Cable:

Elementary

Middle

High

Additional School Info/Zone

Call School Board

Call School Board

Call School Board

Financial & Tax Information

Tax Year: 2007

Tax Rate: 0.8374

Tax Value: \$ 78,000

Taxes: \$617

Tax Map: 94-7045-0

Tax Block: 1009-E

Tax Lot: 001

Tue, Mar 24, 2009 03:05 PM

Information is Subject to Verification and Not Guaranteed

Agent: Kelli Ann Young

MEMORANDUM

TO: Strib Boynton, City Manager

FROM: *REN* Randy McCaslin, Assistant City Manager

SUBJECT: Energy Efficiency and Conservation Block Grant (EECBG)

DATE: July 13, 2010

As you may remember, the City of High Point received an EECBG in the amount of \$998,600.00 from the American Recovery and Reinvestment Act (ARRA). As of March 18, 2010 we have received approval from the United States Department of Energy (DOE) on the City's plan for expending these funds. The City also received an energy efficiency grant through ElectriCities in the amount of \$155,890 for three (3) projects to improve the energy efficiency at the Green Street Municipal Operations Center.

The chart below outlines the projects, their projected cost and the project's annual energy savings associated with the retrofits funded by these two grants.

The bids for the first two of these projects are included in the July 19, 2010 City Council Agenda. If you have any questions, please advise.

<u>Energy Efficiency Project</u>	<u>Estimated Project Cost</u>	<u>Projected Annual Energy Savings</u>
Replace Green Street MOC Roof	EECBG \$240,000 EC \$82,190 Total \$322,190	93,610 KWH
Replace Green Street MOC HVAC	EECBG \$96,000 EC \$71,000 Total \$167,000	1.9 million KWH
Replace Green Street MOC Interior Light Fixtures	EECBG \$4,300 EC \$2,700 Total \$7,000	10,037 KWH
Replace City Hall Roof	\$148,000	74,552KWH
Replace Police Department Roof	\$100,000	93,610 KWH
Replace Police Department HVAC	\$100,000	1.9 million KWH
Renovate 13 Fire Stations for Solar Water Heaters	\$7,525	59,906 KWH
Replace Fire Department Headquarters Stations Windows	\$125,000	247,893 KWH
Replace Safe Haven Roof and HVAC	\$41,525	71,982 KWH
Residential Energy Retrofits	\$100,000	392,056 KWH
Citizen Energy Efficiency Information Program	\$10,000	N/A
PTCOG Technical Assistance and Administration Contract	\$23,350	N/A
TOTAL		4,835,646 KWH
1) EECBG (Energy Efficiency Conservation Block Grant) = \$998,600		
2) ElectriCities Energy Efficiency Grant = \$155,890		

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 513 Meredith Street (A, B, C, D)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 5-11-2010

Number of Violations: Major 7 Minor __

- 1) holes in interior walls
- 2) windows are not operable
- 3) no approved heat source
- 4) missing water heater
- 5) damaged floor and subfloors
- 6) no smoke detectors
- 7) replace missing kitchen cabinet doors and drawers

****similar code violations in each unit****

HEARING RESULTS: 6-3-2010

The owner did not appear for the hearings for any of the four apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. Units A and D were occupied at the time of the initial inspection. Units B and C were vacant. Unit A is the only unit occupied at the compliance date. The utilities for each vacant unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

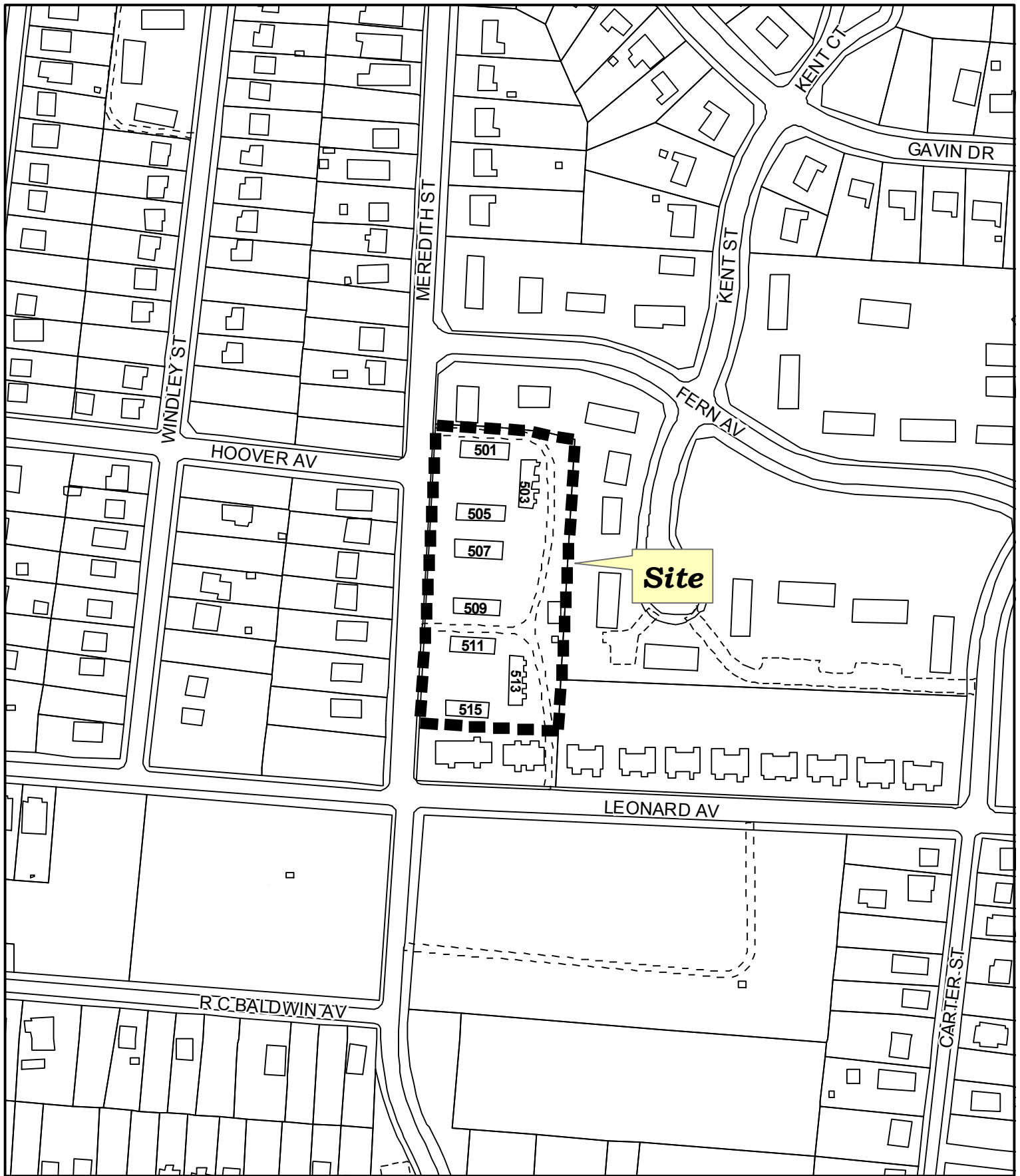
ORDER(S) ISSUED: Order to Repair 6-3-2010

APPEALS: No appeals to date.

OWNER ACTIONS: There have been no repairs and no permits applied for.

EXTENSIONS: None

CURRENT STATUS: Apartment A – Occupied by 2 adults and 2 minors
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate







MEMORANDUM

TO: Strib Boynton, City Manager

FROM: *REN* Randy McCaslin, Assistant City Manager

SUBJECT: Energy Efficiency and Conservation Block Grant (EECBG)

DATE: July 13, 2010

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The chart below outlines the projects, their projected cost and the project's annual energy savings associated with the retrofits funded by these two grants.

The bids for the first two of these projects are included in the July 19, 2010 City Council Agenda. If you have any questions, please advise.

<u>Energy Efficiency Project</u>	<u>Estimated Project Cost</u>	<u>Projected Annual Energy Savings</u>
Replace Green Street MOC Roof	EECBG \$240,000 EC \$82,190 Total \$322,190	93,610 KWH
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TOTAL		4,835,646 KWH
1) EECBG (Energy Efficiency Conservation Block Grant) = \$998,600		
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**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 115-4A Chestnut Drive

OWNER: Dwayne Newby

FIRST

INSPECTION:

4-1-2010

Number of Violations: Major 5 Minor 10

- 1) burned receptacles through out
- 2) plumbing – 2 inch waste line disconnected
- 3) circuit breakers failed/ overloaded circuits
- 4) no smoke detectors
- 5) windows inoperable

HEARING

RESULTS:

5-14-2010

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults at the time of the inspection. The tenants vacated the dwelling on 4-20-2010. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S)

ISSUED:

5-14-2010

Order to Repair 5-14-2010 with a compliance date of 6-14-2010

APPEALS:

No appeals to date.

OWNER

ACTIONS:

There have not been any repairs made or permits applied for.

EXTENSIONS:

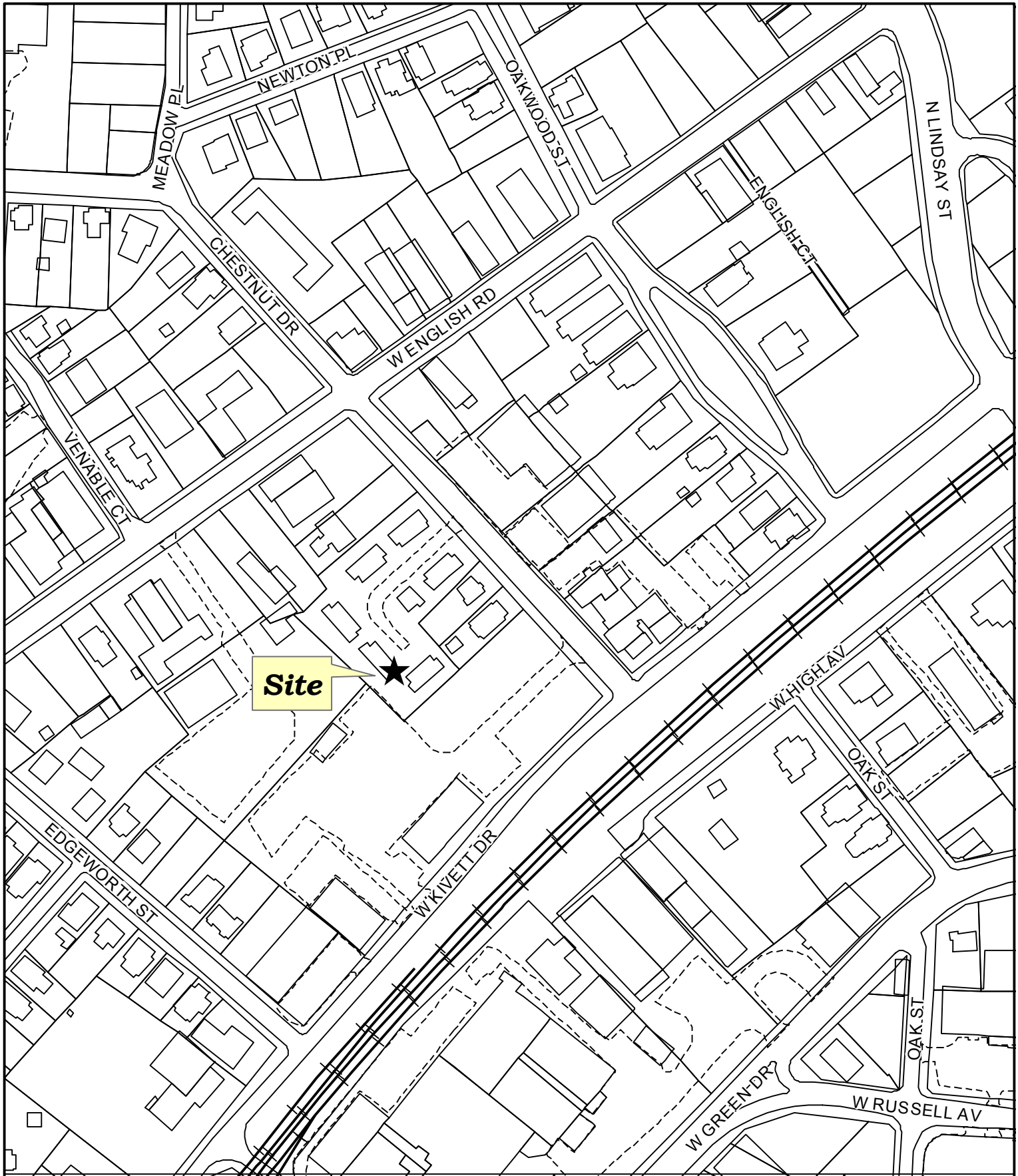
None requested by owner.

CURRENT

STATUS:

7-9-2010

Conditions still exist. Dwelling is vacant and secure



115-4A Chestnut Drive

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate



115-4A Chestnut Drive

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 505 Meredith Street (A, B, C, D)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 2-4-2010
Number of Violations: Major 5 Minor **
1) broken window glass
2) no approved heat source
3) inoperable/missing plumbing fixtures
4) holes in interior walls
5) no smoke detectors
similar code violations in each unit

HEARING RESULTS: 3-17-2010
The owner did not appear for the hearings for any of the four apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All units, with the exception of unit A, were occupied at the time of the initial inspection; however, all are vacant now. The utilities for each unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

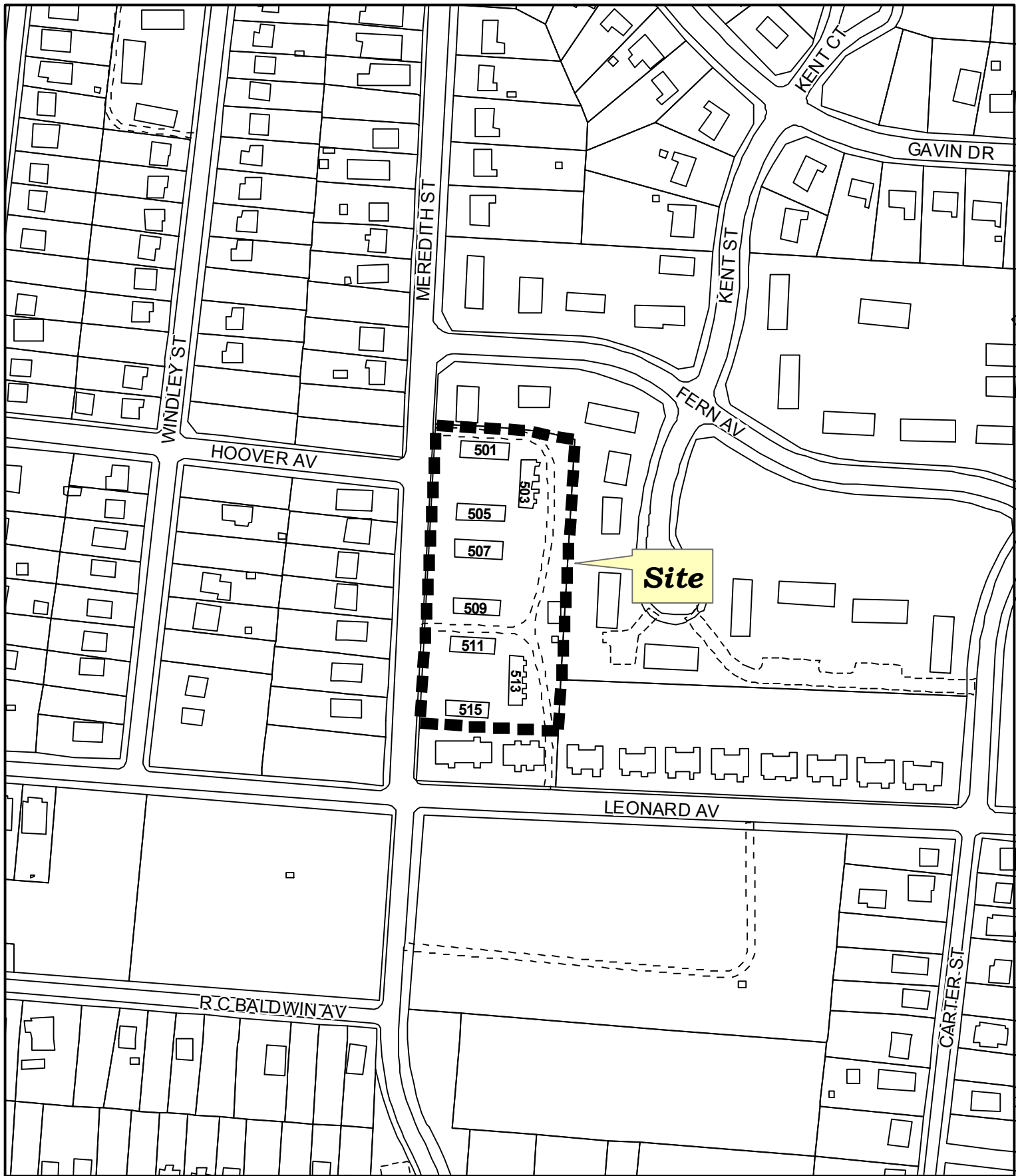
ORDER(S) ISSUED: Order to Repair 3-17-2010

APPEALS: No appeals to date.

OWNER ACTIONS: There have been no repairs and no permits applied for.

EXTENSIONS: None

CURRENT STATUS:
Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate









July 8, 2010

MEMORANDUM

AGENDA ITEM

TO: Mr. Randy McCaslin, Assistant City Manager-City of High Point

CC: Mr. Pat Pate, Assistant City Manager, Mr. Mark V. McDonald, P.E. Director of Transportation City of High Point, Mr. Bob Martin, Director of Purchasing, Mr. Allen Oliver, Director of Parks & Recreation, Mr. Lee Burnette, Planning Director

FROM: Mr. David Hyder, P.E., Transportation Planning Administrator *DH*

SUBJECT: PROJECT EL-5104 (Deep River Greenway from University Park to Piedmont Environmental Center) CONSULTANT SELECTION

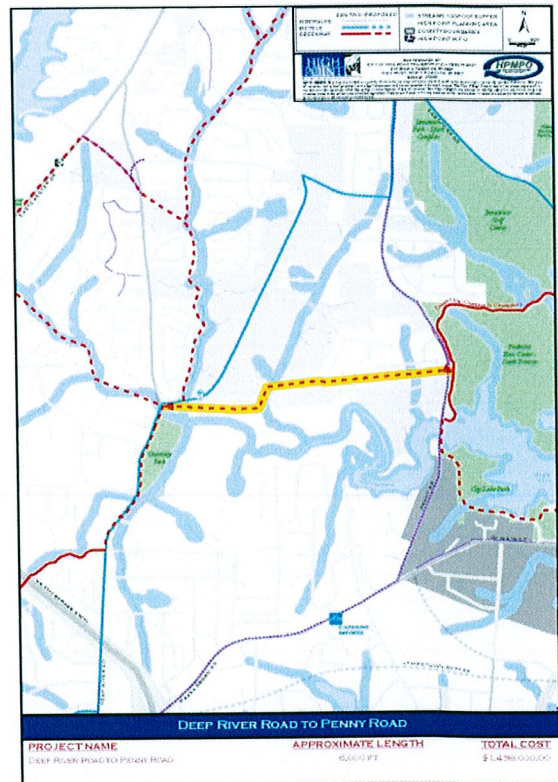
The staff of the Transportation Department in cooperation with the staffs of the Parks and Recreation Department, Planning Department and the North Carolina Department of Transportation has reviewed proposals from sixteen private engineering consulting companies for the subject project. Based on this review we began negotiations with Stantech Consulting Services Inc. *The consultant's estimate to complete this work is \$104,360.33.* This amount includes a local match of \$20,872.07. City Council approved a slightly higher amount for this project on July 9, 2009.

In total Stantech received 397 of a possible 500 points that the reviewers could have awarded. The next highest proposer received 386 points. In assessing the proposals the reviewers considered the work plan, the history of similar work, previous projects with either the City of High Point or NCDOT, the qualifications of the project team, the ability of the team to complete the project in a timely fashion. The table on the following page shows each reviewer's rating of the proposals.



Consultant	Rater					Total
	Blevins	Galanti	Kuneff	Oliver	Venable	
Stantec	84	78	80	79	76	397
Stewart	75	83	96	60	72	386
Withers & Ravenel	52	80	94	88	67	381
Site Solutions	49	63	100	78	82	372
AECOM	74	56	94	75	65	364
Baker	81	74	92	48	68	363
URS	92	64	76	60	62	354
Land Design	52	66	97	72	57	344
LBG	65	66	88	50	64	333
WSA	64	58	100	44	63	329
WSP_Sells	61	59	84	60	65	329
Florence & Hutcheson	87	36	90	52	61	326
Wetherill	65	53	79	68	55	320
Summit	43	63	80	40	59	285
MS Consultants	39	58	86	44	44	271
Gannett Flemming	60	41	44	32	56	233

A location map of the project is included immediately below. Copies of the proposed contract (including the estimated fee) are also included.



Vendor Number

Contract # _____

T.I.P. PROJECT NO.: EL-5104
FEDERAL-AID PROJECT NO.: TCSP-0710(20)
STATE PROJECT & WBS NOS.: 45215.1.1
COUNTY: Guilford

PROFESSIONAL SERVICES AGREEMENT – NEPA & Preliminary Engineering

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the CITY OF HIGH POINT (hereinafter called the "CITY") and STANTEC CONSULTING SERVICES INC., (hereinafter called the "CONSULTANT"), whose address is, 801 Jones Franklin Road Suite 300 Raleigh, North Carolina 27606-3394.

GENERAL RECITALS

WITNESSED

WHEREAS, the CITY desires the assistance of a private consulting firm in the performance of certain engineering services; and

WHEREAS, the CONSULTANT has exhibited evidence of experience, ability, competencies and reputation to perform such services; and

WHEREAS, the CITY is authorized by North Carolina General Statute 136-28.1 to enter into an agreement hereinafter the "AGREEMENT" for performance of such services;

NOW THEREFORE, the CITY and CONSULTANT, for consideration hereinafter stipulated, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

I.A. Scope of Services

The CONSULTANT will perform the following major items of work under this Agreement:

Stantec Consulting Services Inc. (the Consultant) will develop alternatives and prepare preliminary plans, NEPA documentation (Categorical Exclusion), and permits (NWP and General Water Quality Certification) for the Deep River Greenway from University Park to the Piedmont Environmental Center. The tasks described below will be conducted for the City of High Point (the City) in order to develop this project.

1 Project Management & Coordination

The Engineer will develop a schedule and work plan, in coordination with the City. From this information, a spreadsheet invoice will be developed so that monthly billing is consistent with the percent completion of each task. Invoices and progress reports will be submitted monthly. General coordination including internal project management and regular emails/phone calls with the City is

assumed for eight-month project duration.

2 Data Collection

The Engineer will collect the appropriate data to prepare a CE and preliminary engineering for the greenway project. The Engineer will coordinate with the City to obtain the most recent mapping and data regarding property reserved for the greenway. Data will also include:

Previous greenway design work

Aerial photography and best available topographic data (e.g. LIDAR topography)

GIS environmental data layers

Land use and transportation plans

3 Field Investigation

The Engineer will send four (4) team members to conduct field investigation. Two team members will walk the corridor to evaluate design constraints and opportunities and view the corridor from an engineering perspective. Two other team members will conduct an environmental evaluation of the corridor to identify streams, wetlands, threatened and endangered species habitat and any other potential environmental constraints.

4 Purpose and Need

Based on input from the City and incorporating elements such as pedestrian safety, recreational and health benefits, and associated land use and transportation plans, Stantec will develop a draft purpose and need statement. The draft will be submitted to the City for review. Once reviewed and finalized the purpose and need will be incorporated in the CE.

5 Scoping Letter

A scoping letter will be prepared describing the project, its purpose and need, the type of NEPA document being prepared, and general characteristics of the study area. Once reviewed by the City, the letter will be distributed to resource and regulatory agencies and the state clearinghouse.

Following a 30-day comment period, input received will be incorporated in the preparation of the CE. Based on responses from the State Historic Preservation Office, the need for historic architectural or archaeological surveys will be determined.

Should either of these surveys be required, our team includes Mattson, Alexander & Associates and Coastal Carolina Research. These firms would be directed to conduct these surveys to provide supporting data for the CE.

For purposes of the estimate, it is assumed that Historic Architecture and Archaeological surveys will not be required by SHPO. Therefore these studies are not included in the estimate and would be considered additional work if required.

6 Alternatives Development

Using the previous design as a basis, the Engineer will develop alternatives to avoid impacts where necessary/feasible. The focus will be on identifying specific areas and seeking to develop segment options rather than wholesale alternatives (For the estimate one full alternative with three optional segments is assumed). Our team will document the evaluation and elimination of alternatives in the draft CE.

The steps in developing the alternatives will be:
Brainstorming greenway concepts
Developing draft functional alternatives
Developing crossing concepts for the Deep River crossing
Coordinating draft alternatives with the City

Once alternatives have been coordinated with the City, they will be drafted in plan view overlain on aerial photography with contour mapping. Typical sections for the proposed trail will be shown as well as river crossing concepts (renderings).

7 Field Meeting with USACE / DWQ

Immediately following the detailed fieldwork, the Engineer will prepare information packets and submit to the US Army Corps of Engineers and the NC Division of Water Quality. The Engineer will request that these agencies field-verify the stream and wetland delineations. During the field meeting, the engineer will discuss the alternatives and attempt to obtain verbal feedback.

8 Preliminary Engineering

Once preliminary alternatives have been evaluated, the Engineer will coordinate with the City to determine which should be carried forward for a more detailed study. The detailed alternative(s) will move into a preliminary engineering stage. Preliminary engineering will effectively approximate 25% design plans. A detailed horizontal and vertical alignment will be prepared on the best available digital topographic mapping. Microstation/GEOPAK will be the software used to prepare the three-dimensional design.

Cross-sections, based on a consistent greenway template, will be developed to determine a preliminary project footprint. The Engineer will focus on design details related to the Deep River crossing and consider structures and low-impact design features to minimize impacts to the extent possible. The Engineer will coordinate review of the draft preliminary plans with the City prior to finalizing.

9 Public Workshop

The Engineer, in coordination with the City, will conduct one public workshop. The workshop will be formatted as a drop-in session with a brief presentation repeated at set times during the session. The Engineer will prepare an advertisement and coordinate with the City for desired coverage for a mailing list. The Engineer will also coordinate with the City to ensure that interested stakeholders are invited.

The Engineer will prepare color graphics of the alternatives and provide comment sheets. The Engineer will also create visualizations of before and after images for key locations (such as the river crossing) along the greenway.

For the estimate, it is assumed that the City will arrange the meeting location and conduct any newspaper advertisements. The Engineer will prepare the advertisement text/graphic. The Engineer will also develop, reproduce, and distribute up to 200 newsletters.

10 Opinion of Probable Cost

The Engineer will develop an opinion of probable cost based on quantities computed from the preliminary design plans. The engineer will use a spreadsheet estimating tool tools to develop a construction cost estimate with the appropriate level of contingency for preliminary plans. The team will also coordinate with the City to obtain reasonable property estimates for right-of-way costs (per acre costs based on land use type).

11 Categorical Exclusion

The Engineer will prepare a federal Categorical Exclusion describing the purpose and need, the alternatives and recommendations, and the anticipated effects to the human and natural environment. Two (2) copies of the preliminary draft will be submitted to the City for preliminary review. Once comments from the City have been addressed, a set of six (6) drafts will prepared for submittal to NCDOT and FHWA. Any further comments will be addressed and FHWA approval will be requested. Upon approval, sixty (60) final (signed) CEs will be distributed to resource and regulatory agencies and the state clearinghouse.

12 Permits

Following field verification of the jurisdictional waters survey by the agencies, and development of the preliminary plans, the Engineer will prepare and submit permit applications to the US Army Corps of Engineers and the NC Division of Water Quality. We anticipate that the level of impacts to Waters of the United States associated with this greenway project can be addressed by a nationwide permit (NWP), rather than the more-complex individual permit. A General Water Quality Certification from the N.C. Division of Water Quality will also likely be required. Therefore the estimate for this scope assumes preparation of a NWP and a General Water Quality Certification.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

II.A. The CONSULTANT shall not begin providing services until receipt of a written Notice to

Proceed. Assuming no delays or other circumstances beyond the CONSULTANT'S control, and assuming that the information and materials which the CITY is to furnish to the CONSULTANT, as set forth in Section II above, are provided in a timely manner, services shall be completed within 365 calendar days of receipt of Notice to Proceed. It is agreed, however, that the allotted time for CITY review of interim deliverables shall be as mutually agreed to in the Project Work Plan developed per Article I, Subsection A.1 above. It is further agreed that the CONSULTANT shall be entitled to an extension of time in the event actual CITY review time exceeds the time allotted in the Project Work Plan.

II.B. All effort shall be based upon the Scope of Services described in Article I above. In the event that the CITY requires the CONSULTANT to deviate from these requirements or from previously approved services or decisions, appropriate time and compensation adjustments will be made. Any and all deviations that may result in time or compensation adjustments must be approved, in writing, prior to the performance of such services.

- II.B. If additional tasks beyond the agreed-upon scope of services for the individual project are required to complete the assignment then a new written amended scope of services will be developed for the additional services. The CONSULTANT shall notify the Signals Unit as soon as additional services beyond agreed upon scope of services appear to be warranted. All changes related to scope of services will be directed by and through the Signals Unit.
- II.C. Reasonable extensions of the scheduled time shall be mutually agreed upon by both parties in the event of unavoidable delays. If the duration of the agreement is extended more than twelve months beyond the scheduled completion date due to no fault of the engineering firm, they may present written documentation of the delay and the increased cost and request a supplemental agreement adjusting the compensation. If the request is approved, the increase in compensation shall be determined by mutual agreement of both parties.

ARTICLE III - COMPENSATION AND PAYMENTS

- III.A. For the satisfactory performance of the professional services described in Article I, Scope of Services, the CITY agrees to compensate the CONSULTANT for services under this Agreement by the total sum of \$104,360.33 on the basis of monthly progress reports and certified invoices submitted by the CONSULTANT relative to services provided in accordance with the terms of this Agreement. Payment of the above total sum shall be considered full compensation for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.
- III.B. The CONSULTANT shall submit monthly invoices to the CITY to request partial payment for the services completed. These invoices shall represent the value of the partially completed services computed on a proportional basis for each task item, and shall reflect a subdivision of the services as shown in Attachment A, Detailed Person-Hour and Fee Estimate. Except for the final invoice, it is mutually agreed that partial payment requests in amounts less than \$500.00 will be withheld until the cumulative amount due for two or more months is \$500.00 or greater.
- III.C. After completion of all services contained in the Agreement and acceptance by the CITY, and after the CITY has received all plans, specifications, and other submittals required by this Agreement, the CONSULTANT will be paid an amount equal to 100 percent of the total agreement fee, including any adjustments by Supplemental Agreements, less any amounts previously paid.
- III.D. Payment and Retainage
Partial payment for the negotiated amount will be made to the CONSULTANT on a monthly basis upon submission of a Progress Report/Project Schedule, an invoice stating the percent of completion of each task, and appropriate supporting documentation; and after the approvals of the CITY. Invoices shall be in the format prescribed by the CITY and shall include a DBE-IS form with each invoice.

The CITY may withhold retainage on this contract if deemed necessary by the Contract Administrator assigned by the CITY to this AGREEMENT. If retainage is withheld, payment for retainage may be released at any time during the contract period at the

discretion of the contracting officer. The CONSULTANT may withhold retainage on subconsultants only if the CITY withholds retainage on the subconsultant's portion of the contract. If the CONSULTANT withholds retainage from the subconsultant, it will be released upon request for final payment from the subconsultants.

The CONSULTANT shall pay subconsultants for work performed within seven (7) days after CONSULTANT receives payment from the CITY for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. Failure to comply with the seven (7) day requirement may cause the CITY to withhold payments to the CONSULTANT and the CITY may suspend work until the subconsultant is paid. It shall be the responsibility of the CONSULTANT and all subconsultants to keep records of all payments requested and the dates received. The CITY may request copies of this information in the form of a report.

Reporting Subconsultant(s) and/or Subfirm(s)

When payments are made to Subconsultant(s) and/or Subfirm(s), including material suppliers, Firms at all levels (CONSULTANT, subconsultant, or second tier subconsultant) shall provide the Signals Unit or Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Signals Unit or Contract Administrator for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the prequalified bidders list or the removal of other entities from the approved subconsultants list. The accounting shall list for each payment made to a Subconsultant(s) and/or Subfirm(s) the following:

DOT Project Number

Payer CONSULTANT Name and Federal Taxpayer ID

Receiving Subconsultant or Material Supplier and Federal Taxpayer ID

Amount of Payment

Date of Payment

This document shall be on the NCDOT's Subconsultant Payment Information Form.

A responsible fiscal officer of the payee CONSULTANT, subconsultant, or second tier subconsultant who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Signals Unit or Contract Administrator.

III.D. Supplemental Agreement(s)

If and when the expenditures approach 75% of the negotiated cost of the individual tasks under this AGREEMENT, the Signals Unit shall be notified in writing. At that time, the NCDOT Signals Unit and the CONSULTANT will review the work progress and determine the probability of a cost overrun and the need for a supplemental agreement. This review shall be made without interruption of the work. Contact should be made with Mike Braswell, Project Engineer at 919-661-3265.

III.E. Maintenance of Information and Reports

III.E.1. NCDOT Information

- III.E.1.a. All work will be administered and performed in accordance with Federal Aid Policy Guide - 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.
- III.E.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- III.E.1.c. Subcontracts exceeding \$10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the AGREEMENT.

III.E.2. Availability of Information

- III.E.2.a. The CONSULTANT will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the CITY, State DOT, the Federal Highway Administration or any other authorized representative of the CITY or Federal Highway Administration. Copies thereof will be furnished to the CITY and/or Federal Highway Administration if requested. The CONSULTANT and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.
 - III.E.2.b. The CONSULTANT will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subconsultants make these materials available to the CITY, State, and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subconsultants to furnish copies of such documents to the CITY, State and/or Federal Highway Administration upon request. The CONSULTANT will affirmatively enforce this provision of this contract with the subconsultant upon request of the CITY or the Federal Highway Administration.
 - III.E.2.c. The CONSULTANT shall notify the CITY in writing of significant changes within the CONSULTANT'S firm (*e.g.*, change of name, address, telephone number, project-related personnel changes, *etc.*). This responsibility includes ensuring the CONSULTANT'S qualification paperwork and registration information is current in the CITY'S files.
- III.F. With submittal of a final invoice for an individual assignment, the CONSULTANT

is required to CITY "Final Invoice" and to clearly present moneys on the individual assignment.

ARTICLE IV - DATA AND SERVICES TO BE FURNISHED BY THE CITY

The following information, materials, and services, if available shall be provided by the CITY to the CONSULTANT without cost to the CONSULTANT:

- IV.A. Data and mapping from Guilford County's GIS and the CITY's GIS (if needed) to for the CONSULTANT'S use in preparing the base mapping for the project. This would include the most recent digital aerial photography available for the project area and a map of the City of High Point containing readily available planimetric data such as roadway edge of pavement, street names and right of way and property line data, railroads, utilities, streams, rivers, bodies of water, historic properties and districts where available for the entire study area. Data shall be provided in ESRI ArcGIS or MicroStation digital format or format that can referenced into a MicroStation drawing. The data will be supplied via CD, DVD or transmitted via the Internet using via either the CITY'S or the CONSULTANT'S secure file transfer facilities.
- IV.B. Existing signal timing data and ADT and turning/through movement data as requested by the CONSULTANT.

ARTICLE V - MISCELLANEOUS PROVISIONS

V.A Conferences, Visits to Sites, Inspection of Work

The CONSULTANT will be represented by a responsible member of the firm at any meetings, hearings, consultations, and field conferences deemed necessary by the CITY or the CONSULTANT. All conferences held will be in the vicinity of the Project or in Raleigh, North Carolina.

V.B CONSULTANT'S Responsibility

The CONSULTANT shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the CITY and shall be fully liable for any additional costs and all claims against the CITY which may arise due to errors, omissions, or negligence of the CONSULTANT or any subconsultants in performing the work required by this AGREEMENT.

The CONSULTANT shall defend, indemnify and hold harmless the City of High Point, The North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this AGREEMENT by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CITY or its employees. The CONSULTANT'S

liability shall not be limited by any provisions or limits of insurance set forth in this contract in Section V.F.2 PROFESSIONAL LIABILITY INSURANCE. The CONSULTANT shall indemnify and hold harmless the CITY from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) involving damage or loss to the CONSULTANT'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this AGREEMENT. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CITY or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

If, during the duration of this AGREEMENT, the CONSULTANT receives instructions or directions which are considered beyond the scope of work outlined in this AGREEMENT, all work shall be suspended until the matter is resolved. The CONSULTANT shall immediately notify the Contract Manager of the Signals Unit in writing with a description and justification for the claim of extra work. The CONSULTANT shall not continue work until written notice to proceed is given.

If the CONSULTANT receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the consultant will contact the Signals Unit or other designated representative with the details of the work beyond the negotiated Scope of Work herein. The CONSULTANT and Signals Unit will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of services and estimate will be prepared and once agreed upon, a letter from the Professional Services Management Unit will act as the Notice to Proceed for the agreed upon services.

V.C Relationship with Others

The CONSULTANT will cooperate fully with the CITY on adjacent projects, with municipalities and local government officials, and with any others as may be directed by the CITY. This shall include attendance at meetings, discussions and hearings as may be requested by the CITY.

V.D The Professional services provided by the CONSULTANT under this AGREEMENT will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry principles and practices. This standard of care is in lieu of all other warranties either expressed or implied.

V.E All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and relevant parts of the North Carolina Administrative Code and General Statutes.

V.F ADDITIONAL PROVISIONS

V.F.1 COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit

or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting consideration r making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V.F.2 PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT will provide to the CITY a valid and current Certificate of Professional Liability Insurance for a minimum of \$1,000,000 prior to the execution of this AGREEMENT, unless waived in writing by the contracting officer.

Pursuant to N.C.G.S. § 97-19, any CONSULTANT of the CITY is required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for a self-insured CONSULTANT, stating that it has complied with N.C.G.S. § 97-93, irrespective of whether the CONSULTANT has regularly in service fewer than three employees in the same business within the State of North Carolina, and each CONSULTANT shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the CONSULTANT.

V.F.3 DESIGN

Unless covered elsewhere in this AGREEMENT, design standards are to be as furnished by the CITY.

V.F.4 OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, specifications, photographic negatives, basic survey notes, computations, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the CITY, and that basic sketches, charts, and other data prepared or obtained under this contract shall be made available, upon request, to the CITY without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the CITY, such alteration or reuse shall be at the CITY's sole risk. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the CITY, if the CITY so elects.

V.F.5 CHANGES IN WORK

All changes in the work will be included in supplemental agreements, which will be executed prior to beginning of such supplemental work. The supplemental work will be approved by the CITY prior to doing the work.

V.F.6 DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual written

consent of all parties involved.

V.F.7 TERMINATION OR ABANDONMENT

Should the CITY for any reason whatsoever decide to cancel or to terminate the use of the CONSULTANT'S services, it will furnish thirty (30) days written notice thereof to the CONSULTANT who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the CITY, and will turn over to the CITY all data, environmental documents, technical reports, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid the CONSULTANT will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments which have been made.

V.F.8 DISPUTES

In any dispute concerning a question or fact in connection with the work on this AGREEMENT or compensation thereof, including the determination of equitable compensation provided for in paragraph V.F.7 above, the decision of the Secretary of Transportation in the matter shall be final and conclusive for both parties.

V.F.9 GENERAL COMPLIANCE WITH LAWS

The CONSULTANT will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

During the performance of this AGREEMENT, the CONSULTANT agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CITY that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
- c. The CONSULTANT will send to each labor union or representative of workers with which the CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY, advising the labor union or workers' representatives of the CONSULTANT'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove, this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of the paragraphs under Section V.F.9.2 of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S.

3. Selection of Subconsultant or Subcontractor, Procurements of Material and Leasing of Equipment

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest (herein referred to as the "CONSULTANT") agrees as follows:

a. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21 and 23 CFR Part 200 and Part 230, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

b. Nondiscrimination: The CONSULTANT, with regard to the work performed by them after award and prior to completion of the AGREEMENT work, will not discriminate on the ground of race, religion, creed, color, national origin, sex, age, handicap and/or disability in the selection and retention of subconsultants, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of 49 CFR Part 21.

The CONSULTANT and their subconsultants will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, handicap and/or disability in the performance of this contract. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the CITY deems appropriate.

c. Solicitations: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subconsultant, supplier, or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, religion, creed, color, national origin, sex, age, handicap and/or disability.

d. Information and Reports: The CONSULTANT and subconsultants will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT, subconsultant, or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT will so certify to the CITY as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the CONSULTANT'S, subconsultant's, or Contractor's non-compliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - (2) cancellation, termination or suspension of the CONSULTANT in whole or in part.
- f. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraph V.F.9.3 of this AGREEMENT in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT or subconsultant will take such action with respect to any subcontract, procurement or leases as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. The CONSULTANT shall advise the CITY and United States in writing of such potential or actual litigation. However, the CITY and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorney's fees and costs, incurred by the CITY and United States defending such litigation.
- g. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will

report violations to the grantor agency and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

4. Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT will comply with the following Standard DOT Title VI and 49 CFR Part 21.7 Assurances:

The City of High Point (hereinafter referred to as the “Recipient”) hereby agrees to comply with the following Federal statutes, U.S. Department of Transportation and Federal Highway Administration Regulations, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to receipt of Federal funds.

a. Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, as amended, provides that no person on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds – whether schools and colleges, government entities, or private employers – must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not. If a unit of State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 2720.6, September 2, 1992).

b. Assurances, 49 CFR Part 21.7

The City of High Point, hereby gives assurances: That no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

V.F.10 DISADVANTAGED BUSINESS ENTERPRISE

(a) Policy

It is the policy of the City of High Point that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and CITY funds.

The CITY is committed to its annual aspirational goal(s) set on all federally-assisted and CITY funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with Title VI, 23 CRF 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the City of High Point deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the CITY's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the City of High Point. A copy of the Form DBE-IS may be found on the NCDOT website.

V.F.11 SMALL PROFESSIONAL SERVICES FIRM

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries. The City of High Point is committed to providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's Letter of Interest, See Section I.B., for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the CITY's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the CITY encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization If a Firm is determined to be an eligible SPSF Firm and certified by the CITY, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

V.F.12 SUBLETTING, ASSIGNMENT, OR TRANSFERS

There shall be no assignment, subletting or transfer of the interest of the CONSULTANT in any of the work covered by the AGREEMENT without the written consent of the CITY, except that the CONSULTANT may, with prior notification of such action to the CITY, sublet property searches and related services without further approval of the CITY.

V.F.13 CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANTS shall endorse all plans, specifications, estimates, and engineering data furnished by him.

V.F.14 CONTROL OF WORK

All work by the CONSULTANT or subconsultant is to be done in a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the City of High Point and in conformity with the Standards adopted by the American Association of State Highway Transportation Officials (AASHTO), and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b). The decision of the CITY is to control in all questions regarding location, type of design, dimension of design, and similar questions.

V.F.15. APPROVAL OF PERSONNEL

The CITY shall have the right to approve or reject the CONSULTANT'S or subconsultant's project manager, project engineer, design engineer, technicians, and other technical or supervisory personnel assigned to a project.

The CONSULTANT or any subconsultant for the CONSULTANTS which are employed to provide services for this project shall not engage the services of any person or persons now in the employment of the CITY during the time of this AGREEMENT, without written consent of the CITY. In the event of engagement, the CONSULTANT or their subconsultant shall restrict such person or persons from working on any of the CONSULTANT'S contracted projects in which the person or persons were formerly involved while employed by the CITY. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the planning, environmental and/or engineering agreement;
- Defining the scope of the contracted work;
- Selection of the CONSULTANT for service;
- Negotiation of the cost of the CONSULTANT'S services (including calculating work days or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary of Transportation and approved by the Board of Transportation. Failure to comply with the terms stated above shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

V.F.16 GIFTS AND FAVORS

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (*i.e.* architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any state employee of the Governor's Cabinet Agencies (*i.e.*, Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by the CITY this _____ day of _____, _____.

SEAL:

CITY OF HIGH POINT

By: _____

EXECUTED BY the CONSULTANT this _____ of _____, _____.

SEAL:

By: _____

Title: _____

Attests By: _____

Title: _____

CERTIFICATION OF CITY OF HIGH POINT

I hereby certify that I am the Director of the Transportation City of High Point of North Carolina, and that the above private consulting firm or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this AGREEMENT to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Federal Highway Administration, the U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any city Employee of any gift from anyone with a contract with the CITY, or from any person seeking to do business with the CITY. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

(Date)

Mark, V. McDonald, P.E.
Director of Transportation

CERTIFICATION OF CONSULTANT

_____, being duly sworn, certify that I am the _____ and duly authorized representative of _____ whose address is _____ and that neither I nor the above CONSULTANT I represent or any of its principals:

- (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this AGREEMENT;
- (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the AGREEMENT;
- (d) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (e) has within a three-year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- (f) is presently indicted for or otherwise criminally or civilly charged by governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph e. of this certification; and
- (g) has within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, or local) terminated for cause or default.

except as here expressly stated (if any):

I acknowledge that this certification is executed according to EXHIBIT A, which is also a part of this AGREEMENT, and that if future certifications are required of subconsultants and suppliers, under 49 CFR Part 29 and 19A NCAC 2E 0.702(g), I shall obtain them.

I acknowledge that this certificate is to be furnished to the City of High Point and the Federal Highway Administration, U. S. Department of Transportation, in connection with this AGREEMENT and is subject to applicable State and Federal laws, both criminal and civil.

(Date) (Signature)

Subscribed and sworn to before me this the _____ day of _____, _____.

Notary

My Commission Expires: _____

ATTACHMENT A
Certification Regarding Debarment,
Suspension and Other Responsibility
Matters – Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the CITY or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the CITY or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the CITY or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the CITY or agency to which this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended," "ineligible," "lower tier covered transaction," "participant", "person," "primary covered transaction," "principal," "agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may contact the CITY or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the CITY or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the CITY or agency may terminate this transaction for cause of default.

ATTACHMENT B

FORM RS-2(S)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

NEPA and Preliminary Engineering for the Extension of the Deep River Greenway
(TIP No. and/or Type of Work (Limited Services))

Stantec Consulting Services Inc. / Fed ID #11-2167170

(Consultant/Firm Name and Federal Tax ID)

Coastal Carolina Research Inc., a Wholly Owned Subsidiary of Commonwealth Cultural Resources Group, Inc.

Fed ID # 26-1810890

(Subconsultant/Firm Name and Federal Tax ID)

SERVICE/ITEM DESCRIPTION		Anticipated Utilization
Archaeological Research		3%
TOTAL UTILIZATION:		3%
SUBMITTED BY: SUBCONSULTANT: Coastal Carolina Research Inc.		RECOMMENDED BY: CONSULTANT: Stantec Consulting Services Inc.
*BY: Donald J. Weir 		*BY: Paul R. Koch, PE 
TITLE: CEO		TITLE: Principal
SPSF Status: Yes ☒ No ☐		

**"SUBCONSULTANT" (FORM RS-2)
RACE AND GENDER NEUTRAL**

Instructions for completing the Form RS-2:

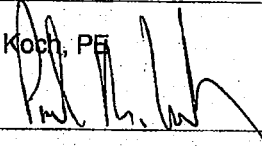
1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and/or Type of Work (Limited Services)
3. Complete the Consultant/Firm Name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm Name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description - describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization - Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section - Subconsultant shall check the appropriate box regarding SPSP Status, check Yes if SPSP or No if not SPSP

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant

NEPA and Preliminary Engineering for the Extension of the Deep River Greenway
TIP No. and/or Type of Work (Limited Services)

Stantec Consulting Services Inc. / Fed ID #11-2167170
(Consultant/Firm Name and Federal Tax Id)

Mattson, Alexander and Associates, Inc. / Fed ID # 56-1896895
(Subconsultant/Firm Name and Federal Tax Id)

SERVICE / ITEM DESCRIPTION		Anticipated Utilization
Historic and Architectural Assessments		3%
TOTAL UTILIZATION:		3%
SUBMITTED BY: SUBCONSULTANT: Mattson, Alexander and Associates, Inc.		RECOMMENDED BY: CONSULTANT: Stantec Consulting Services Inc.
*BY: Francés P. Alexander 		*BY: Paul R. Koch, PE 
TITLE: President		TITLE: Principal
SPSF Status: Yes ☒ No ☐		

"SUBCONCONSULTANT" (FORM RS-2)
RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description -- describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization -- Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form

CONSULTANT ESTIMATE

[illegible]

Deep River Greenway (EL-5104)
NEPA and Preliminary Engineering

BREAKDOWN WORKSHEET

TASK NO.	TASK DESCRIPTION	Project Manager	Senior Landscape Architect	Landscape Architect	Senior Planner	Environmental Planner	Senior Design Engineer	Design Technician	Senior Environmental Scientist	Environmental Scientist	Clerical	SUB-TOTAL
1	Project Management & Coordination (8 months) - Prepare Schedule/Work Plan - Monthly Progress Reports/Invoices - Monthly General Phone/Email Coordination with City - Internal Project Management	P. Koch			S. Lera	A. Sackaroff	B. Palmer	M. Martin	A. Dvork-Gentz	A. Coleman	E. Klooz	0.500 2.000 3.000 4.000
2	Data Collection - Obtain previous work mapping/GIS data/relevant plans - Develop Base Map					0.250		1.000 2.000				1.250 2.250
3	Field Investigation - Design constraints/opportunities investigation - Natural resources investigation						1.500		3.000	3.000		3.000 6.000
4	Purpose and Need - Coordination/background research - Develop draft statement - Revise/finalize statement					0.500 0.250 0.250						0.500 0.750 0.375
5	Scoping Letter - Prepare draft text and graphics - Coordinate draft with city and finalize - Letter distribution - Summarize comments					0.500 0.125 0.125 0.125 0.500		0.500 0.125				1.125 0.375 0.375 0.625
6	Alternatives Development - Greenway concepts brainstorming - Develop draft functional alternatives - Develop river crossing concepts - Hydraulic evaluation		0.500 0.250 0.250	0.500 0.250	0.500 0.250		0.500 1.000 1.000	0.500 3.000				2.500 5.000 1.500 1.000
7	- Coordinate draft alternatives with city - Finalize alternatives (plan view drafting, typical sections, river crossing concepts) Field Meeting with USACE / DWQ - Prepare information packet for USACE, DWQ - travel to site - field meeting		0.500	0.500	0.500		2.000 4.000	0.500 4.000				7.000
8	Preliminary natural resources summary Preliminary Engineering (assume 1 full alternative with 3 segment options) - Horizontal alignment (GEOPAK) - Vertical alignment (GEOPAK) - Cross sections (GEOPAK) - Preliminary river crossing design - Draft preliminary plans (final dimensions, slope stakes, plotting) - Review meeting with City - Finalize preliminary plans		0.250 0.125 0.250 0.250 1.250 0.125	0.250 0.125 0.250 0.250			2.000 1.500 4.000 3.000 2.000 1.250 1.000		0.500 0.500 0.750 0.250	0.500 0.500 1.000		0.750 0.500 0.750 1.250 2.500 1.750 4.000 3.500 8.500 2.500 4.125

Deep River Greenway (EL-5104)
NEPA and Preliminary Engineering

BREAKDOWN WORKSHEET

TASK NO.	TASK DESCRIPTION	Project Manager	Senior Landscape Architect	Landscape Architect	Senior Planner	Environmental Planner	Senior Design Engineer	Design Technician	Senior Environmental Scientist	Environmental Scientist	Clerical	SUB-TOTAL
9	Public Workshop - develop mailing list - develop newsletter / advertisement - prepare handouts / comment sheets - develop graphics (b&a images, plan view, typical sections) - travel to workshop - workshop attendance - summarize comments	P. Koch 0.250 0.250 0.500 0.500 0.500	J. Regenbogen	M. Turner 3.000	S. Lane 1.000 1.000	A. Sackanoff 1.000	B. Palmer 0.500	M. Martin 0.250 0.500 4.000 0.500 0.500	A. Dvorak-Gantz 0.250	A. Coleman 0.250	E. Klooz 0.250	0.500 2.000 2.000 8.000 1.000 1.000 1.250
10	Option of Probable Cost - Gather relevant unit cost data - Develop estimate spreadsheet - Calculate quantities, prepare draft estimate - coordinate with City for per acre costs, calculate ROW cost - Finalize estimate		0.250 0.250 0.250 0.125 0.125	0.500 0.250 0.250 0.250			0.250 1.000 0.500					1.000 0.500 2.625 0.875 1.375
11	Categorical Exclusion (Historic Architecture / Archaeology not included) - Prepare preliminary draft CE - Revise per city comments - Submit draft to FHWA - Revise per FHWA comments and prepare final CE - Distribute final CE	0.250 0.250 0.125 0.250			4.000 0.500 0.500 0.125			3.000 0.500 0.500			0.250 0.250 0.250	7.250 1.250 0.375 1.250 0.375
12	Permits - Coordination with USACE and DWQ - Prepare Draft NWP - Prepare Draft General Water Quality Certification - Finalize NWP - Finalize General Water Quality Certification								0.500 0.250 0.250 0.125 0.125	1.000 0.500 0.250 0.250		0.500 1.250 0.750 0.375 0.375 110.625
TOTAL DAYS:		19.500	2.375	5.500	0.750	10.875	24.250	32.625	6.000	6.500	2.250	110.625

Deep River Greenway (EL-5104)
NEPA and Preliminary Engineering

DIRECT EXPENSES					
1,2	PROJECT MANAGEMENT, DATA COLLECTION Reproduction:	500 8 1/2 x 11 Copy(s) @ 0 11 x 17 Copy(s) @ 0 Cover(s) & Binding(s) @ 0 Trip(s) (sedan) @ 0 Trip(s) (carrall) @	\$0.040 \$0.100 \$1.00 \$0.500 \$0.520 Subtotal	0 miles @ 0 miles @ Subtotal	\$20.00 \$0.00 \$0.00 \$0.00 \$0.00 \$20.00
3	FIELD INVESTIGATION Reproduction:	50 8 1/2 x 11 Copy(s) @ 100 11 x 17 Copy(s) @ 3 plots (3'x4' mylars) 0 Cover(s) & Binding(s) @ 1 Trip(s) (sedan) @ 1 Trip(s) (carrall) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 Subtotal	350 miles @ 350 miles @ Subtotal	\$2.00 \$10.00 \$63.00 \$0.00 \$175.00 \$182.00 \$432.00
4,5,6	PURPOSE AND NEED, SCOPING LETTER, ALTERNATIVES DEVELOPMENT Reproduction:	100 8 1/2 x 11 Copy(s) @ 500 11 x 17 Copy(s) @ 5 plots (3'x4' mylars) 0 Cover(s) & Binding(s) @ 0 Trip(s) (sedan) @ 0 Trip(s) (carrall) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 Subtotal	0 miles @ 0 miles @ Subtotal	\$4.00 \$50.00 \$105.00 \$0.00 \$0.00 \$0.00 \$159.00
8, 10, 11, 12	PRELIM. ENG., OPINION OF PROB. COST, CE, PERMITS Reproduction: (CE: 2 prelim, 6 draft, 60 final - total 68)	2040 8 1/2 x 11 Copy(s) @ 340 11 x 17 Copy(s) @ 0 plots (3'x4' mylars) 68 Cover(s) & Binding(s) @ 1 Trip(s) (sedan) @ 0 Trip(s) (carrall) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 Subtotal	350 miles @ 0 miles @ Subtotal	\$81.60 \$34.00 \$0.00 \$88.00 \$175.00 \$0.00 \$358.60
9	PUBLIC WORKSHOP Reproduction: (assume mailing list = 200)	2000 8 1/2 x 11 Copy(s) @ 600 11 x 17 Copy(s) @ 10 plots (3'x4' mylars) 0 Cover(s) & Binding(s) @ 0 Trip(s) (sedan) @ 1 Trip(s) (carrall) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 Subtotal	0 miles @ 350 miles @ Subtotal	\$80.00 \$60.00 \$210.00 \$0.00 \$0.00 \$182.00 \$532.00
TOTAL					\$1,501.60

CONTRACT APPROVAL

Submitted by:

Approved by:

Vice President

Date

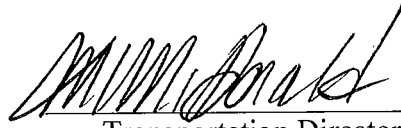
Attest:

Secretary

Date

Corporate Seal

Recommended by:



Transportation Director

07-08-2010

Date

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

Approved by:

Financial Services Director

Date

Approved as to Form and Legality:

City Attorney

Date

Approval Granted:

Mayor

Date

City Manager

Date

Attest:

City Clerk

Date

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:** Ordinance to Demolish

**PROPERTY
ADDRESS:** 1118 Adams Street

OWNER: Roger S Griffin and Edgar Ray Griffin

**FIRST
INSPECTION:** Number of Violations: Major 6 Minor 9
04-28-2010
1) cracked foundation wall
2) floor system throughout not level
3) holes in kitchen and bedroom ceiling
4) leaking roof
5) rotten rear and front porch ceiling, stairs and floor system
6) no smoke detectors

**HEARING
RESULTS:**
5-18-2010
The owner did not appear for the hearing. During the hearing, the following findings of fact were established. This case is one from the original Master list. The dwelling was placarded 2-8-2002. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. Due to the deteriorated condition of the dwelling and the associated blight on the neighborhood and that fact that the repairs exceed 50% of the tax value, the Order to Repair or Demolish was issued. The Guilford County Tax value of the dwelling is \$33,500.00. The repair estimate is \$22,250.00

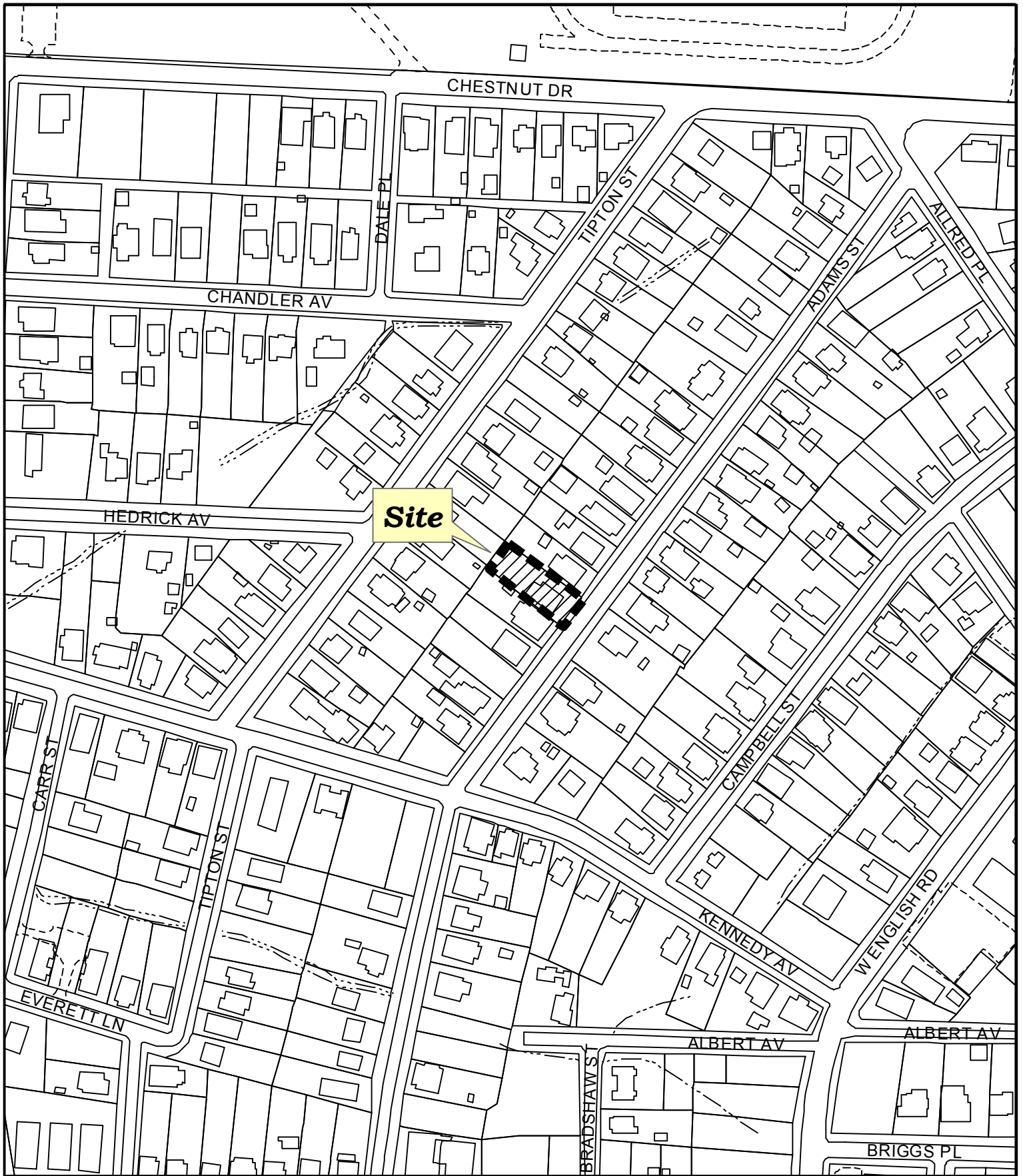
**ORDER(S)
ISSUED:** Order to Repair or Demolish with a compliance date of 6-18-2010
5-18-2010

APPEALS: No appeals to date.

**OWNER
ACTIONS:** There have not been any repairs made or permits applied for.

EXTENSIONS: None requested

**CURRENT
STATUS:** Conditions still exist. Dwelling is vacant and secure.



1118 Adams Street

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 12, 2010



Scale: 1"=200'

y:\ba-pz\inspections\
ord-demo.mxd



1113 Adams Street



1113 Adams Street

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 509 Meredith Street (A, B, D)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 5-13-2010
Number of Violations: Major 6 Minor **
1) inoperable/missing plumbing fixtures
2) damaged floors and subfloors
3) missing/damaged interior doors
4) damaged/faulty electrical outlets
5) missing water heater
6) no smoke detectors
similar code violations in each unit

HEARING RESULTS: 6-9-2010
The owner did not appear for the hearings for any of the three apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All three units were occupied at the time of the initial inspection; however, units B and D are vacant now. Unit A is still occupied. The utilities for each vacant unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

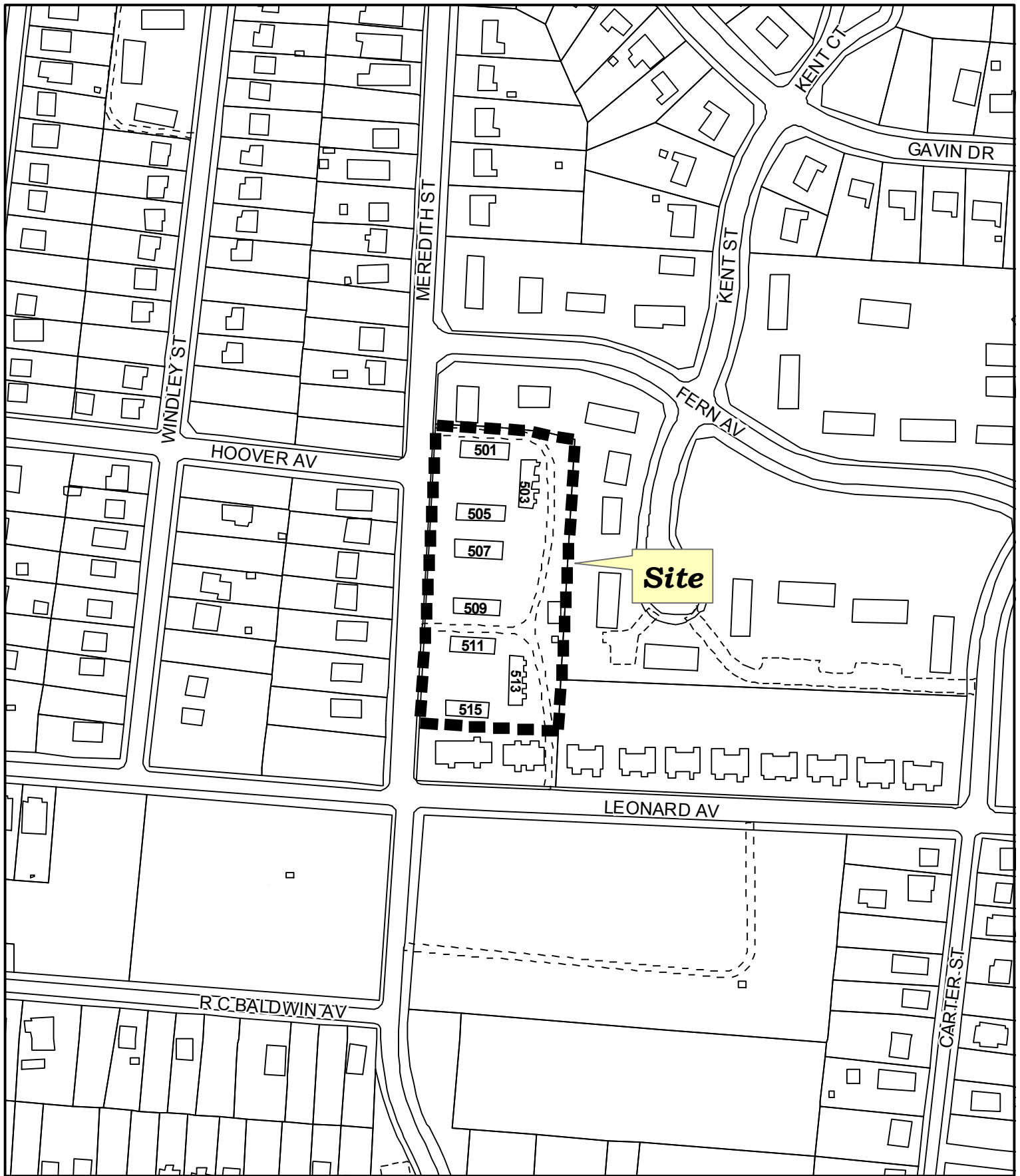
ORDER(S) ISSUED: Order to Repair 6-9-2010

APPEALS: No appeals to date.

OWNER ACTIONS: There have been no repairs and no permits applied for.

EXTENSIONS: None

CURRENT STATUS:
Apartment A – Occupied by 3 adults – no minors
Apartment B – Vacant and secure
Apartment C – to be inspected; occupied
Apartment D – Vacant and secure



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate







**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 501 Meredith Street (A, B, C)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 5-11-2010
Number of Violations: Major 6 Minor **
1) broken window glass
2) inoperable/missing plumbing fixtures
3) missing/damaged electrical fixtures
4) missing window screens
5) holes in interior walls
6) no smoke detectors
similar code violations in each unit

HEARING RESULTS: 6-4-2010
The owner did not appear for the hearings for any of the three apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All three units were occupied at the time of the initial inspection; however, they are vacant now. The utilities for each unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

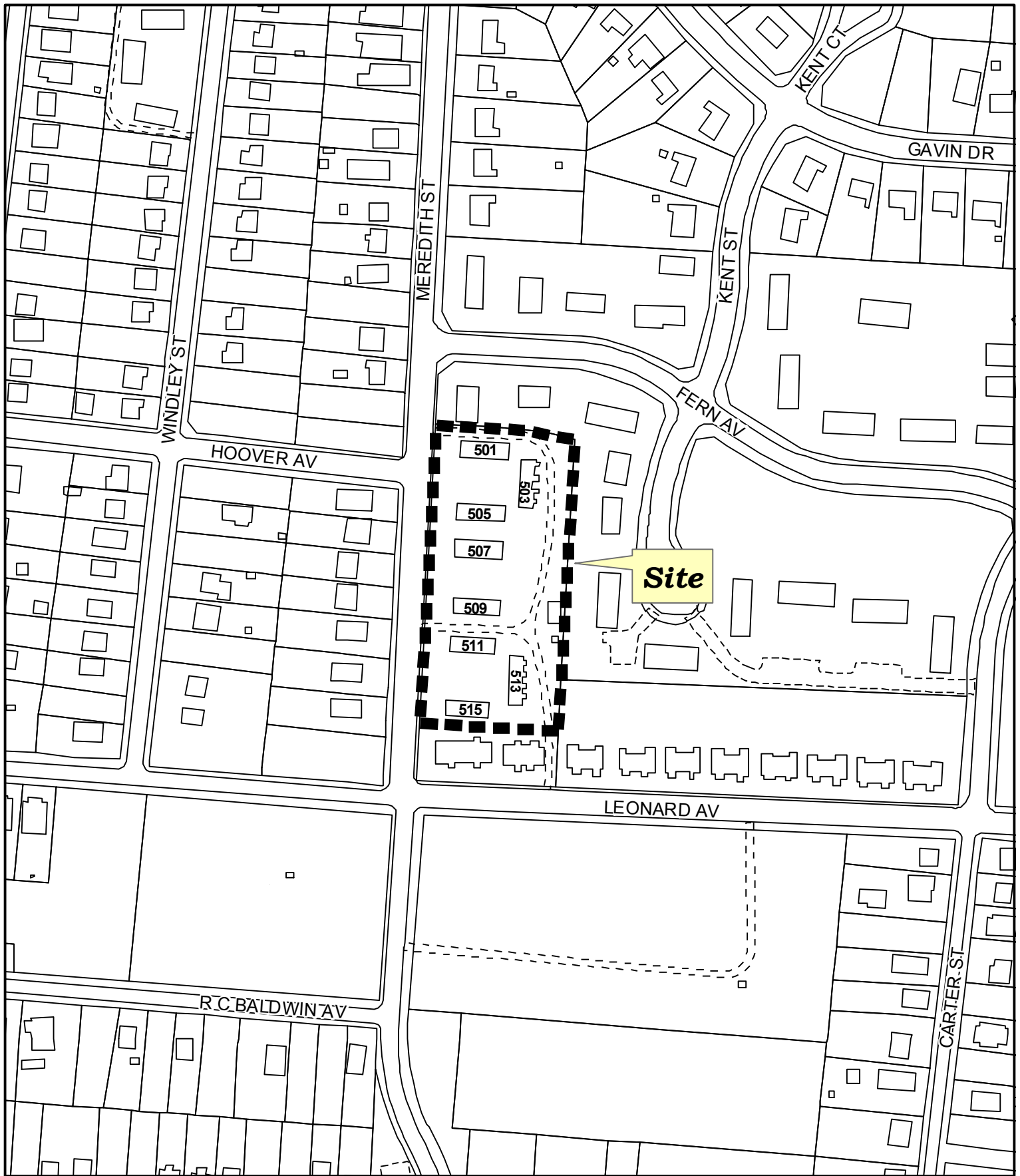
ORDER(S) ISSUED: 6-4-2010
Order to Repair

APPEALS: No appeals to date.

OWNER ACTIONS: There have been no repairs and no permits applied for.

EXTENSIONS: None

CURRENT STATUS: 7-9-2010
Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure
(Ordinance to Vacate-7-14-2009)



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate







**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

1137 Montlieu Avenue

OWNER:

Valentine G. Necko. Jr and Janella

**FIRST
INSPECTION:**
5-5-2010

Number of Violations: Major 6 Minor 17
1) standing water under house, improper drainage
2) sump pump not installed properly – no GFCI
3) kitchen floor needs replacement
4) flooring on rear porch not properly supported
5) rear porch stairs/risers need repair
6) some windows not operable

**HEARING
RESULTS:**
5-17-2010

The owner did not appear for the hearing but the property management agent contacted the inspector by phone to discuss case. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults at the time of the inspection and is still occupied. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

**ORDER(S)
ISSUED:**
5-17-2010

Order to Repair 5-17-2010 with a compliance date of 6-16-2010

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

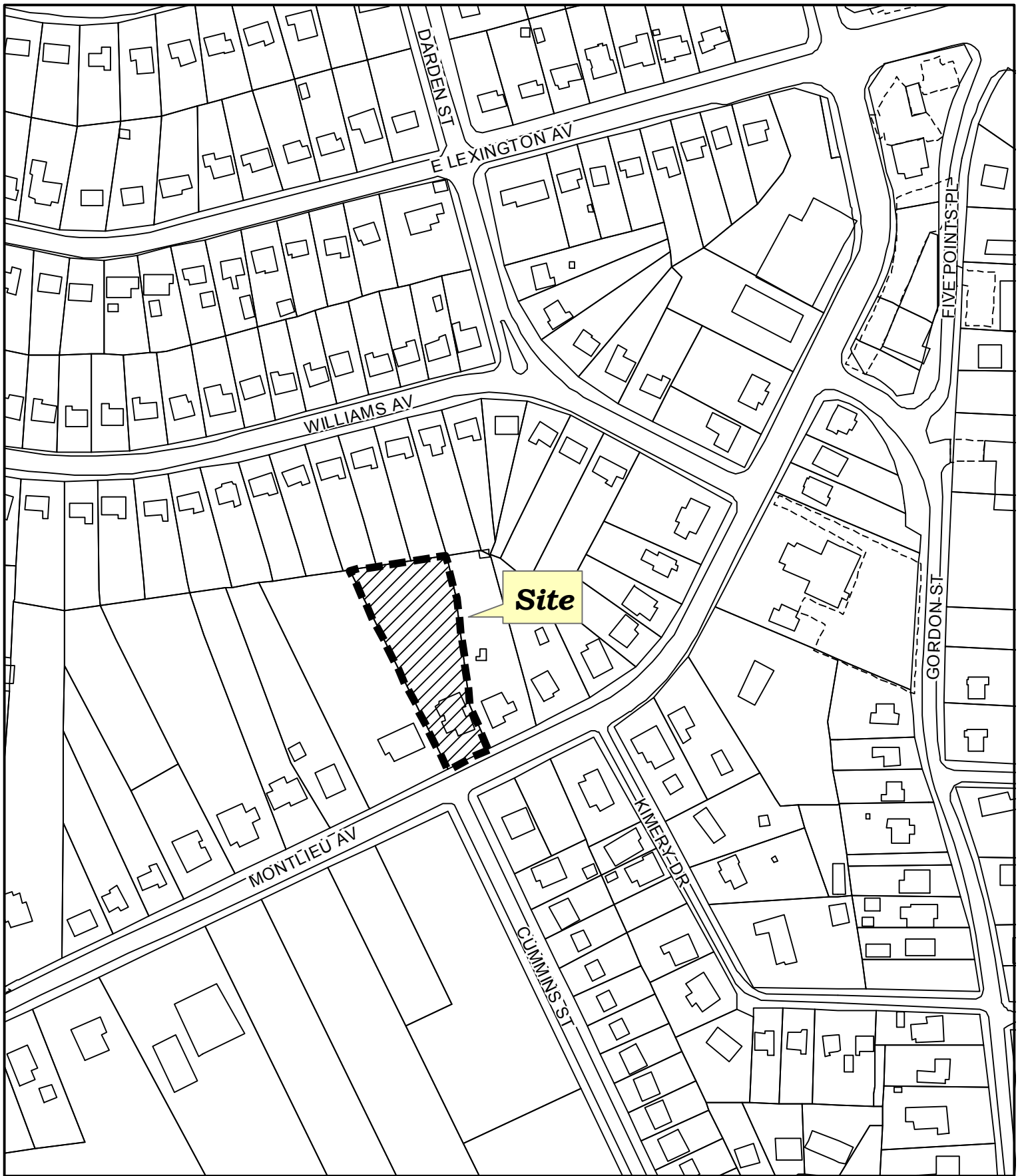
There have been no repairs and no permits applied for.

EXTENSIONS:

None requested by owner.

**CURRENT
STATUS:**
7-9-2010

Conditions still exist. Dwelling is occupied.



1137 Montlieu Avenue

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

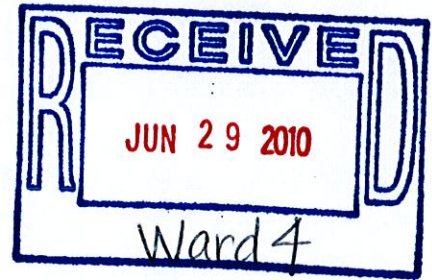
Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/l/inspection/vacate



1137 Montlieu Avenue



Application for Appointment
To Boards and Commissions

Please TYPE or PRINT the information requested on this application. You may attach additional pages and / or your resume if you wish. All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name John W. McKenzie
Street Address 1324 Robin Hood Road
City, State, Zip High Point, NC 27262
Employer Valspar Corporation
Business Address 1717 English Road High Point, NC 27262
Phone: home 884-4280 work 802-4704 fax 802-4736
Email mckenzie115@aol.com jmckenzie@valspar.com

Do you live inside the corporate limits of High Point? yes If not, do you live within High Point's extraterritorial zoning jurisdiction? _____

Please list (in order of preference) the boards and commissions on which you would be willing to serve.

1. Planning & Zoning Commission
2. _____
3. _____

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application. Please feel free to attach a resume or biographical information.

See attached

Have you participated in the City Government 101 Course? no Year _____
Have you participated in Leadership High Point? no Year _____

RETURN TO: _____

City Clerk, City of High Point, P. O. Box 230, High Point, NC 27261 • 211 S. Hamilton Street
Phone: 336-883-3536 • Fax: 336-822-7067

John W. McKenzie

**1324 Robin Hood Road
High Point, NC 27262
Home: 336.884.4280
Cell: 336.906.0418
Office: 336.802.4704**

Personal:

- Born and raised in High Point, NC
- Married 31 years to Kathy B. McKenzie
- Three children, Ashley (28), Bo (22), and Briggs (19)

Education:

- Northwood Elementary School
- Ferndale Junior High School
- High Point Central High School (class of 1974)
- North Carolina State University (1978 - BA in Business Management)

Professional:

- Valspar Corporation
1717 English Road
High Point, NC 27262
 - Production Manager - 1982
 - Technical Service Representative - 1985
 - Technical Sales Representative - 1986
 - Assistant Sales Manager - 1988
 - Sales Manager - 1991
 - National Sales Manager - 2000

Interests:

- Family vacations
- Traveling
- Fishing, skiing, boating

Fleet Services Department

Gary L. Smith
DIRECTOR



MEMORANDUM

DATE: July 13, 2010
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – Used Track Loader

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

Acceptance of the quote submitted by Carolina Caterpillar for a used 2006 Caterpillar 963 Track Loader.

One (1) 2006 Caterpillar 963C Track Loader for \$132,950.65

This price is comparable to other similar machines on the used equipment market. A new 2010 Caterpillar 963 Track Loader is \$240,000.

The landfill currently has a 2000 model Liebherr Loader with over 10,000 hours in need of major repairs estimated at \$25,000-\$35,000. This estimate is for the undercarriage repairs which are needed now and does not include other issues including a hydraulic pump problem. Here are the current facts and figures for this machine:

Purchased 8/17/2000 for \$177,000 (new)

Repair Monies spent over life \$186,000 (in last 2 years over \$70,000)

Current Repair Estimate \$25,000

Value of the unit is \$25,000-\$30,000 based on current auction selling prices

Carolina Tractor has a used 2006 Caterpillar Cat 963C that the landfill has rented for the past year at \$6,500 per month. The loader has been functioning well and is suitable for the landfill application. Carolina Tractor has agreed to credit 100% of the rental payment toward the purchase of the loader if we decide to proceed.



Application for Appointment To Boards and Commissions

Please TYPE or PRINT the information requested on this application. You may attach additional pages and / or your resume if you wish. All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name Jeffrey J. Golden
Street Address 1709 Oberlin Dr
City, State, Zip High Point N.C. 27260
Employer Brithaven of Davidson
Business Address 607 Piney Wood Rd Thomasville N.C. 27360
Phone: home 336 883 1736 work 336 475 9116 fax _____
Email JJGolden2@AOL.com or JJGoldmejeff@yahoo.com

Do you live inside the corporate limits of High Point? yes If not, do you live within High Point's extraterritorial zoning jurisdiction? _____

Please list (in order of preference) the boards and commissions on which you would be willing to serve.

- Human Relations Commission
- Parks and Recreation Commission
- Citizens Advisory Council

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

Church Deacon, Associates degree EMS,
Diploma Nursing, 12 yrs USAR, licensed Nursing Home Administrator
Licensed Assisted living Administrator, Licensed Practical Nurse

Have you participated in the City Government 101 Course? NO Year NA

----- RETURN TO: -----

City Clerk, City of High Point, P. O. Box 230, High Point, NC 27261 • 211 S. Hamilton Street
Phone: 336-883-3536 • Fax: 336-883-3052

Fleet Services Department

Gary L. Smith
DIRECTOR



MEMORANDUM

DATE: July 7, 2010
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – New Wheel Loaders

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

Acceptance of the quote submitted by James River Equipment Company for two new 2010 John Deere 624K Wheel Loaders per the current U.S. General Services Administration (GSA) contract.

Two (2) 2010 John Deere 624K Wheel Loaders for \$154,729.90 each

The list price of this machine with options is \$238,022 each. The City of Charlotte/Mecklenburg County awarded Bid Number ITB 2008-207 last fall to James River Equipment Company for this same machine at a price of \$157,447.80.

The landfill currently has two 1999 Case 621B wheel loaders located at the Ingleside Composting Facility. Both loaders have over 12,000 hours and each are in need of extensive repairs. Due to the age of each unit, the repairs would exceed the value of the machines. The local service facility closed in January of this year, leaving Charlotte as the nearest service facility. James River Equipment Company has a service facility in Greensboro and nine others in North Carolina.

Because of the large volume of compost, both units are needed to perform basic daily operations at the facility. Compost has to be moved and turned daily to get a proper breakdown to be prepared for screening. The tornado that came through High Point earlier this year produced a tremendous amount of debris and accelerated the need for the replacement. These loaders will also be equipped for snow removal equipment which was beneficial this past winter as well.

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 529 Vandever Street

OWNER: Robert W. Henderson

FIRST

INSPECTION: Number of Violations: Major 5 Minor 22
5-05-2010
1) improper wiring and hanging wires – outside light fixture
2) plumbing – moisture/water and possible mold in crawl space
3) rotten bathroom flooring
4) no smoke detectors
5) inoperable windows

HEARING

RESULTS:
5-17-2010
A property management representative appeared for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults at the time of the inspection. The tenants vacated the dwelling 5-19-2010. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S)

ISSUED: Order to Repair 5-17-2010 with a compliance date of 6-17-2010
5-17-2010

APPEALS: No appeals to date.

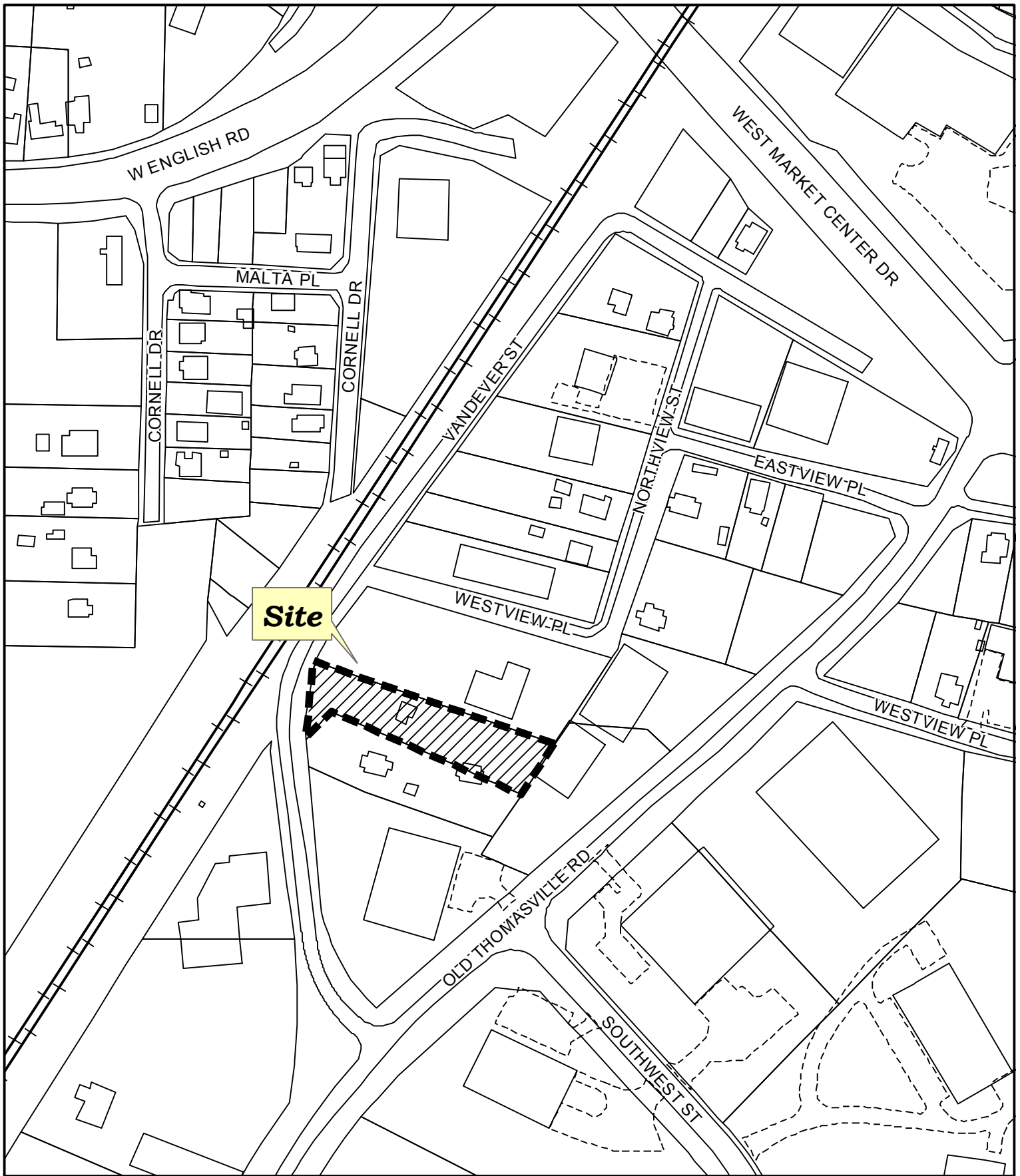
OWNER

ACTIONS: There have been no repairs and no permits have been applied for.

EXTENSIONS: None requested by owner.

CURRENT

STATUS: Conditions still exist. Dwelling is vacant and secure.
7-9-2010



529 Vandever Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate



529 Vandever Street

approved 7/19/2010
100203

Vendor Number

Contract # _____

T.I.P. PROJECT NO.: EL-5104
FEDERAL-AID PROJECT NO.: TCSP-0710(20)
STATE PROJECT & WBS NOS.: 45215.1.1
COUNTY: Guilford

PROFESSIONAL SERVICES AGREEMENT – NEPA & Preliminary Engineering

THIS AGREEMENT made and entered into this 30th day of September, 2010, by and between the CITY OF HIGH POINT (hereinafter called the "CITY") and STANTEC CONSULTING SERVICES INC., (hereinafter called the "CONSULTANT"), whose address is, 801 Jones Franklin Road Suite 300 Raleigh, North Carolina 27606-3394.

GENERAL RECITALS

WITNESSED

WHEREAS, the CITY desires the assistance of a private consulting firm in the performance of certain engineering services; and

WHEREAS, the CONSULTANT has exhibited evidence of experience, ability, competencies and reputation to perform such services; and

WHEREAS, the CITY is authorized by North Carolina General Statute 136-28.1 to enter into an agreement hereinafter the "AGREEMENT" for performance of such services;

NOW THEREFORE, the CITY and CONSULTANT, for consideration hereinafter stipulated, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

I.A. Scope of Services

The CONSULTANT will perform the following major items of work under this Agreement:

Stantec Consulting Services Inc. (the Consultant) will develop alternatives and prepare preliminary plans, NEPA documentation (Categorical Exclusion), and permits (NWP and General Water Quality Certification) for the Deep River Greenway from University Park to the Piedmont Environmental Center. The tasks described below will be conducted for the City of High Point (the City) in order to develop this project.

1 Project Management & Coordination

The Engineer will develop a schedule and work plan, in coordination with the City. From this information, a spreadsheet invoice will be developed so that monthly billing is consistent with the percent completion of each task. Invoices and progress reports will be submitted monthly. General coordination including internal project management and regular emails/phone calls with the City is

assumed for eight-month project duration.

2 Data Collection

The Engineer will collect the appropriate data to prepare a CE and preliminary engineering for the greenway project. The Engineer will coordinate with the City to obtain the most recent mapping and data regarding property reserved for the greenway. Data will also include:

Previous greenway design work

Aerial photography and best available topographic data (e.g. LIDAR topography)

GIS environmental data layers

Land use and transportation plans

3 Field Investigation

The Engineer will send four (4) team members to conduct field investigation. Two team members will walk the corridor to evaluate design constraints and opportunities and view the corridor from an engineering perspective. Two other team members will conduct an environmental evaluation of the corridor to identify streams, wetlands, threatened and endangered species habitat and any other potential environmental constraints.

4 Purpose and Need

Based on input from the City and incorporating elements such as pedestrian safety, recreational and health benefits, and associated land use and transportation plans, Stantec will develop a draft purpose and need statement. The draft will be submitted to the City for review. Once reviewed and finalized the purpose and need will be incorporated in the CE.

5 Scoping Letter

A scoping letter will be prepared describing the project, its purpose and need, the type of NEPA document being prepared, and general characteristics of the study area. Once reviewed by the City, the letter will be distributed to resource and regulatory agencies and the state clearinghouse.

Following a 30-day comment period, input received will be incorporated in the preparation of the CE. Based on responses from the State Historic Preservation Office, the need for historic architectural or archaeological surveys will be determined.

Should either of these surveys be required, our team includes Mattson, Alexander & Associates and Coastal Carolina Research. These firms would be directed to conduct these surveys to provide supporting data for the CE.

For purposes of the estimate, it is assumed that Historic Architecture and Archaeological surveys will not be required by SHPO. Therefore these studies are not included in the estimate and would be considered additional work if required.

6 Alternatives Development

Using the previous design as a basis, the Engineer will develop alternatives to avoid impacts where necessary/feasible. The focus will be on identifying specific areas and seeking to develop segment options rather than wholesale alternatives (For the estimate one full alternative with three optional segments is assumed). Our team will document the evaluation and elimination of alternatives in the draft CE.

The steps in developing the alternatives will be:

- Brainstorming greenway concepts
- Developing draft functional alternatives
- Developing crossing concepts for the Deep River crossing
- Coordinating draft alternatives with the City

Once alternatives have been coordinated with the City, they will be drafted in plan view overlain on aerial photography with contour mapping. Typical sections for the proposed trail will be shown as well as river crossing concepts (renderings).

7 Field Meeting with USACE / DWQ

Immediately following the detailed fieldwork, the Engineer will prepare information packets and submit to the US Army Corps of Engineers and the NC Division of Water Quality. The Engineer will request that these agencies field-verify the stream and wetland delineations. During the field meeting, the engineer will discuss the alternatives and attempt to obtain verbal feedback.

8 Preliminary Engineering

Once preliminary alternatives have been evaluated, the Engineer will coordinate with the City to determine which should be carried forward for a more detailed study. The detailed alternative(s) will move into a preliminary engineering stage. Preliminary engineering will effectively approximate 25% design plans. A detailed horizontal and vertical alignment will be prepared on the best available digital topographic mapping. Microstation/GEOPAK will be the software used to prepare the three-dimensional design.

Cross-sections, based on a consistent greenway template, will be developed to determine a preliminary project footprint. The Engineer will focus on design details related to the Deep River crossing and consider structures and low-impact design features to minimize impacts to the extent possible. The Engineer will coordinate review of the draft preliminary plans with the City prior to finalizing.

9 Public Workshop

The Engineer, in coordination with the City, will conduct one public workshop. The workshop will be formatted as a drop-in session with a brief presentation repeated at set times during the session. The Engineer will prepare an advertisement and coordinate with the City for desired coverage for a mailing list. The Engineer will also coordinate with the City to ensure that interested stakeholders are invited.

The Engineer will prepare color graphics of the alternatives and provide comment sheets. The Engineer will also create visualizations of before and after images for key locations (such as the river crossing) along the greenway.

For the estimate, it is assumed that the City will arrange the meeting location and conduct any newspaper advertisements. The Engineer will prepare the advertisement text/graphic. The Engineer will also develop, reproduce, and distribute up to 200 newsletters.

10 Opinion of Probable Cost

The Engineer will develop an opinion of probable cost based on quantities computed from the preliminary design plans. The engineer will use a spreadsheet estimating tool tools to develop a construction cost estimate with the appropriate level of contingency for preliminary plans. The team will also coordinate with the City to obtain reasonable property estimates for right-of-way costs (per acre costs based on land use type).

11 Categorical Exclusion

The Engineer will prepare a federal Categorical Exclusion describing the purpose and need, the alternatives and recommendations, and the anticipated effects to the human and natural environment. Two (2) copies of the preliminary draft will be submitted to the City for preliminary review. Once comments from the City have been addressed, a set of six (6) drafts will prepared for submittal to NCDOT and FHWA. Any further comments will be addressed and FHWA approval will be requested. Upon approval, sixty (60) final (signed) CE's will be distributed to resource and regulatory agencies and the state clearinghouse.

12 Permits

Following field verification of the jurisdictional waters survey by the agencies, and development of the preliminary plans, the Engineer will prepare and submit permit applications to the US Army Corps of Engineers and the NC Division of Water Quality. We anticipate that the level of impacts to Waters of the United States associated with this greenway project can be addressed by a nationwide permit (NWP), rather than the more-complex individual permit. A General Water Quality Certification from the N.C. Division of Water Quality will also likely be required. Therefore the estimate for this scope assumes preparation of a NWP and a General Water Quality Certification.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

II.A. The CONSULTANT shall not begin providing services until receipt of a written Notice to

Proceed. Assuming no delays or other circumstances beyond the CONSULTANT'S control, and assuming that the information and materials which the CITY is to furnish to the CONSULTANT, as set forth in Section II above, are provided in a timely manner, services shall be completed within 365 calendar days of receipt of Notice to Proceed. It is agreed, however, that the allotted time for CITY review of interim deliverables shall be as mutually agreed to in the Project Work Plan developed per Article I, Subsection A.1 above. It is further agreed that the CONSULTANT shall be entitled to an extension of time in the event actual CITY review time exceeds the time allotted in the Project Work Plan.

II.B. All effort shall be based upon the Scope of Services described in Article I above. In the event that the CITY requires the CONSULTANT to deviate from these requirements or from previously approved services or decisions, appropriate time and compensation adjustments will be made. Any and all deviations that may result in time or compensation adjustments must be approved, in writing, prior to the performance of such services.

- II.B. If additional tasks beyond the agreed-upon scope of services for the individual project are required to complete the assignment then a new written amended scope of services will be developed for the additional services. The CONSULTANT shall notify the Signals Unit as soon as additional services beyond agreed upon scope of services appear to be warranted. All changes related to scope of services will be directed by and through the Signals Unit.
- II.C. Reasonable extensions of the scheduled time shall be mutually agreed upon by both parties in the event of unavoidable delays. If the duration of the agreement is extended more than twelve months beyond the scheduled completion date due to no fault of the engineering firm, they may present written documentation of the delay and the increased cost and request a supplemental agreement adjusting the compensation. If the request is approved, the increase in compensation shall be determined by mutual agreement of both parties.

ARTICLE III - COMPENSATION AND PAYMENTS

- III.A. For the satisfactory performance of the professional services described in Article I, Scope of Services, the CITY agrees to compensate the CONSULTANT for services under this Agreement by the total sum of \$104,360.33 on the basis of monthly progress reports and certified invoices submitted by the CONSULTANT relative to services provided in accordance with the terms of this Agreement. Payment of the above total sum shall be considered full compensation for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.
- III.B. The CONSULTANT shall submit monthly invoices to the CITY to request partial payment for the services completed. These invoices shall represent the value of the partially completed services computed on a proportional basis for each task item, and shall reflect a subdivision of the services as shown in Attachment A, Detailed Person-Hour and Fee Estimate. Except for the final invoice, it is mutually agreed that partial payment requests in amounts less than \$500.00 will be withheld until the cumulative amount due for two or more months is \$500.00 or greater.
- III.C. After completion of all services contained in the Agreement and acceptance by the CITY, and after the CITY has received all plans, specifications, and other submittals required by this Agreement, the CONSULTANT will be paid an amount equal to 100 percent of the total agreement fee, including any adjustments by Supplemental Agreements, less any amounts previously paid.
- III.D. Payment and Retainage
Partial payment for the negotiated amount will be made to the CONSULTANT on a monthly basis upon submission of a Progress Report/Project Schedule, an invoice stating the percent of completion of each task, and appropriate supporting documentation; and after the approvals of the CITY. Invoices shall be in the format prescribed by the CITY and shall include a DBE-IS form with each invoice.

The CITY may withhold retainage on this contract if deemed necessary by the Contract Administrator assigned by the CITY to this AGREEMENT. If retainage is withheld, payment for retainage may be released at any time during the contract period at the

discretion of the contracting officer. The CONSULTANT may withhold retainage on subconsultants only if the CITY withholds retainage on the subconsultant's portion of the contract. If the CONSULTANT withholds retainage from the subconsultant, it will be released upon request for final payment from the subconsultants.

The CONSULTANT shall pay subconsultants for work performed within seven (7) days after CONSULTANT receives payment from the CITY for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. Failure to comply with the seven (7) day requirement may cause the CITY to withhold payments to the CONSULTANT and the CITY may suspend work until the subconsultant is paid. It shall be the responsibility of the CONSULTANT and all subconsultants to keep records of all payments requested and the dates received. The CITY may request copies of this information in the form of a report.

Reporting Subconsultant(s) and/or Subfirm(s)

When payments are made to Subconsultant(s) and/or Subfirm(s), including material suppliers, Firms at all levels (CONSULTANT, subconsultant, or second tier subconsultant) shall provide the Signals Unit or Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Signals Unit or Contract Administrator for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the prequalified bidders list or the removal of other entities from the approved subconsultants list. The accounting shall list for each payment made to a Subconsultant(s) and/or Subfirm(s) the following:

DOT Project Number

Payer CONSULTANT Name and Federal Taxpayer ID

Receiving Subconsultant or Material Supplier and Federal Taxpayer ID

Amount of Payment

Date of Payment

This document shall be on the NCDOT's Subconsultant Payment Information Form.

A responsible fiscal officer of the payee CONSULTANT, subconsultant, or second tier subconsultant who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Signals Unit or Contract Administrator.

III.D. Supplemental Agreement(s)

If and when the expenditures approach 75% of the negotiated cost of the individual tasks under this AGREEMENT, the Signals Unit shall be notified in writing. At that time, the NCDOT Signals Unit and the CONSULTANT will review the work progress and determine the probability of a cost overrun and the need for a supplemental agreement. This review shall be made without interruption of the work. Contact should be made with Mike Braswell, Project Engineer at 919-661-3265.

III.E. Maintenance of Information and Reports

III.E.1. NCDOT Information

III.E.1.a. All work will be administered and performed in accordance with Federal Aid Policy Guide - 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.

III.E.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).

III.E.1.c. Subcontracts exceeding \$10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the AGREEMENT.

III.E.2. Availability of Information

III.E.2.a. The CONSULTANT will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the CITY, State DOT, the Federal Highway Administration or any other authorized representative of the CITY or Federal Highway Administration. Copies thereof will be furnished to the CITY and/or Federal Highway Administration if requested. The CONSULTANT and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

III.E.2.b. The CONSULTANT will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subconsultants make these materials available to the CITY, State, and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subconsultants to furnish copies of such documents to the CITY, State and/or Federal Highway Administration upon request. The CONSULTANT will affirmatively enforce this provision of this contract with the subconsultant upon request of the CITY or the Federal Highway Administration.

III.E.2.c. The CONSULTANT shall notify the CITY in writing of significant changes within the CONSULTANT'S firm (*e.g.*, change of name, address, telephone number, project-related personnel changes, *etc.*). This responsibility includes ensuring the CONSULTANT'S qualification paperwork and registration information is current in the CITY'S files.

III.F. With submittal of a final invoice for an individual assignment, the CONSULTANT

is required to CITY "Final Invoice" and to clearly present moneys on the individual assignment.

ARTICLE IV - DATA AND SERVICES TO BE FURNISHED BY THE CITY

The following information, materials, and services, if available shall be provided by the CITY to the CONSULTANT without cost to the CONSULTANT:

- IV.A. Data and mapping from Guilford County's GIS and the CITY's GIS (if needed) to for the CONSULTANT'S use in preparing the base mapping for the project. This would include the most recent digital aerial photography available for the project area and a map of the City of High Point containing readily available planimetric data such as roadway edge of pavement, street names and right of way and property line data, railroads, utilities, streams, rivers, bodies of water, historic properties and districts where available for the entire study area. Data shall be provided in ESRI ArcGIS or MicroStation digital format or format that can referenced into a MicroStation drawing. The data will be supplied via CD, DVD or transmitted via the Internet using via either the CITY'S or the CONSULTANT'S secure file transfer facilities.
- IV.B. Existing signal timing data and ADT and turning/through movement data as requested by the CONSULTANT.

ARTICLE V - MISCELLANEOUS PROVISIONS

- V.A. Conferences, Visits to Sites, Inspection of Work
The CONSULTANT will be represented by a responsible member of the firm at any meetings, hearings, consultations, and field conferences deemed necessary by the CITY or the CONSULTANT. All conferences held will be in the vicinity of the Project or in Raleigh, North Carolina.
- V.B. CONSULTANT'S Responsibility
The CONSULTANT shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the CITY and shall be fully liable for any additional costs and all claims against the CITY which may arise due to errors, omissions, or negligence of the CONSULTANT or any subconsultants in performing the work required by this AGREEMENT.

The CONSULTANT shall defend, indemnify and hold harmless the City of High Point, The North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this AGREEMENT by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CITY or its employees. The CONSULTANT'S

liability shall not be limited by any provisions or limits of insurance set forth in this contract in Section V.F.2 PROFESSIONAL LIABILITY INSURANCE. The CONSULTANT shall indemnify and hold harmless the CITY from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) involving damage or loss to the CONSULTANT'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this AGREEMENT. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CITY or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

If, during the duration of this AGREEMENT, the CONSULTANT receives instructions or directions which are considered beyond the scope of work outlined in this AGREEMENT, all work shall be suspended until the matter is resolved. The CONSULTANT shall immediately notify the Contract Manager of the Signals Unit in writing with a description and justification for the claim of extra work. The CONSULTANT shall not continue work until written notice to proceed is given.

If the CONSULTANT receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the consultant will contact the Signals Unit or other designated representative with the details of the work beyond the negotiated Scope of Work herein. The CONSULTANT and Signals Unit will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of services and estimate will be prepared and once agreed upon, a letter from the Professional Services Management Unit will act as the Notice to Proceed for the agreed upon services.

V.C Relationship with Others

The CONSULTANT will cooperate fully with the CITY on adjacent projects, with municipalities and local government officials, and with any others as may be directed by the CITY. This shall include attendance at meetings, discussions and hearings as may be requested by the CITY.

V.D The Professional services provided by the CONSULTANT under this AGREEMENT will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry principles and practices. This standard of care is in lieu of all other warranties either expressed or implied.

V.E All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and relevant parts of the North Carolina Administrative Code and General Statutes.

V.F ADDITIONAL PROVISIONS

V.F.1 COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit

or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting consideration r making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V.F.2 PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT will provide to the CITY a valid and current Certificate of Professional Liability Insurance for a minimum of \$1,000,000 prior to the execution of this AGREEMENT, unless waived in writing by the contracting officer.

Pursuant to N.C.G.S. § 97-19, any CONSULTANT of the CITY is required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for a self-insured CONSULTANT, stating that it has complied with N.C.G.S. § 97-93, irrespective of whether the CONSULTANT has regularly in service fewer than three employees in the same business within the State of North Carolina, and each CONSULTANT shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the CONSULTANT.

V.F.3 DESIGN

Unless covered elsewhere in this AGREEMENT, design standards are to be as furnished by the CITY.

V.F.4 OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, specifications, photographic negatives, basic survey notes, computations, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the CITY, and that basic sketches, charts, and other data prepared or obtained under this contract shall be made available, upon request, to the CITY without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the CITY, such alteration or reuse shall be at the CITY's sole risk. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the CITY, if the CITY so elects.

V.F.5 CHANGES IN WORK

All changes in the work will be included in supplemental agreements, which will be executed prior to beginning of such supplemental work. The supplemental work will be approved by the CITY prior to doing the work.

V.F.6 DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual written

consent of all parties involved.

V.F.7 TERMINATION OR ABANDONMENT

Should the CITY for any reason whatsoever decide to cancel or to terminate the use of the CONSULTANT'S services, it will furnish thirty (30) days written notice thereof to the CONSULTANT who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the CITY, and will turn over to the CITY all data, environmental documents, technical reports, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid the CONSULTANT will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments which have been made.

V.F.8 DISPUTES

In any dispute concerning a question or fact in connection with the work on this AGREEMENT or compensation thereof, including the determination of equitable compensation provided for in paragraph V.F.7 above, the decision of the Secretary of Transportation in the matter shall be final and conclusive for both parties.

V.F.9 GENERAL COMPLIANCE WITH LAWS

The CONSULTANT will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

During the performance of this AGREEMENT, the CONSULTANT agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CITY that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
- c. The CONSULTANT will send to each labor union or representative of workers with which the CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY, advising the labor union or workers' representatives of the CONSULTANT'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove, this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of the paragraphs under Section V.F.9.2 of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S.

3. Selection of Subconsultant or Subcontractor, Procurements of Material and Leasing of Equipment

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest (herein referred to as the "CONSULTANT") agrees as follows:

a. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21 and 23 CFR Part 200 and Part 230, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

b. Nondiscrimination: The CONSULTANT, with regard to the work performed by them after award and prior to completion of the AGREEMENT work, will not discriminate on the ground of race, religion, creed, color, national origin, sex, age, handicap and/or disability in the selection and retention of subconsultants, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of 49 CFR Part 21.

The CONSULTANT and their subconsultants will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, handicap and/or disability in the performance of this contract. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the CITY deems appropriate.

c. Solicitations: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subconsultant, supplier, or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, religion, creed, color, national origin, sex, age, handicap and/or disability.

d. Information and Reports: The CONSULTANT and subconsultants will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT, subconsultant, or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT will so certify to the CITY as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the CONSULTANT'S, subconsultant's, or Contractor's non-compliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - (2) cancellation, termination or suspension of the CONSULTANT in whole or in part.
- f. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraph V.F.9.3 of this AGREEMENT in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT or subconsultant will take such action with respect to any subcontract, procurement or leases as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. The CONSULTANT shall advise the CITY and United States in writing of such potential or actual litigation. However, the CITY and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorney's fees and costs, incurred by the CITY and United States defending such litigation.
- g. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will

report violations to the grantor agency and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

4. Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT will comply with the following Standard DOT Title VI and 49 CFR Part 21.7 Assurances:

The City of High Point (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal statutes, U.S. Department of Transportation and Federal Highway Administration Regulations, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to receipt of Federal funds.

a. Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, as amended, provides that no person on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds – whether schools and colleges, government entities, or private employers – must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not. If a unit of State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 2720.6, September 2, 1992).

b. Assurances, 49 CFR Part 21.7

The City of High Point, hereby gives assurances: That no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

V.F.10 DISADVANTAGED BUSINESS ENTERPRISE

(a) Policy

It is the policy of the City of High Point that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and CITY funds.

The CITY is committed to its annual aspirational goal(s) set on all federally-assisted and CITY funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the City of High Point deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the CITY's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the City of High Point. A copy of the Form DBE-IS maybe found on the NCDOT website.

V.F.11 SMALL PROFESSIONAL SERVICES FIRM

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries. The City of High Point is committed to providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's Letter of Interest, See Section I.B., for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the CITY's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the CITY encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization If a Firm is determined to be an eligible SPSF Firm and certified by the CITY, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

V.F.12 SUBLETTING, ASSIGNMENT, OR TRANSFERS

There shall be no assignment, subletting or transfer of the interest of the CONSULTANT in any of the work covered by the AGREEMENT without the written consent of the CITY, except that the CONSULTANT may, with prior notification of such action to the CITY, sublet property searches and related services without further approval of the CITY.

V.F.13 CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANTS shall endorse all plans, specifications, estimates, and engineering data furnished by him.

V.F.14 CONTROL OF WORK

All work by the CONSULTANT or subconsultant is to be done in a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the City of High Point and in conformity with the Standards adopted by the American Association of State Highway Transportation Officials (AASHTO), and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b). The decision of the CITY is to control in all questions regarding location, type of design, dimension of design, and similar questions.

V.F.15 APPROVAL OF PERSONNEL

The CITY shall have the right to approve or reject the CONSULTANT'S or subconsultant's project manager, project engineer, design engineer, technicians, and other technical or supervisory personnel assigned to a project.

The CONSULTANT or any subconsultant for the CONSULTANTS which are employed to provide services for this project shall not engage the services of any person or persons now in the employment of the CITY during the time of this AGREEMENT, without written consent of the CITY. In the event of engagement, the CONSULTANT or their subconsultant shall restrict such person or persons from working on any of the CONSULTANT'S contracted projects in which the person or persons were formerly involved while employed by the CITY. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the planning, environmental and/or engineering agreement;
- Defining the scope of the contracted work;
- Selection of the CONSULTANT for service;
- Negotiation of the cost of the CONSULTANT'S services (including calculating work days or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary of Transportation and approved by the Board of Transportation. Failure to comply with the terms stated above shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

V.F.16 GIFTS AND FAVORS

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (*i.e.* architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any state employee of the Governor's Cabinet Agencies (*i.e.*, Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by the CITY this 19th day of October, 2010.

SEAL:

CITY OF HIGH POINT

By: _____



EXECUTED BY the CONSULTANT this 30th of September, 2010.

SEAL:

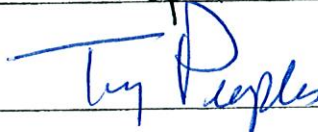
By: _____



Title: _____



Attests By: _____



Title:

Vice President

CERTIFICATION OF CITY OF HIGH POINT

I hereby certify that I am the Director of the Transportation City of High Point of North Carolina, and that the above private consulting firm or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

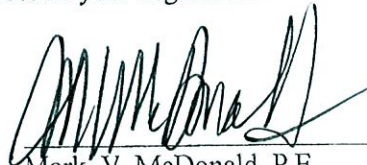
except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Federal Highway Administration, the U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any city Employee of any gift from anyone with a contract with the CITY, or from any person seeking to do business with the CITY. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

07-08-10

(Date)



Mark, V. McDonald, P.E.
Director of Transportation

CERTIFICATION OF CONSULTANT

Paul R. Kach, being duly sworn, certify that I am the
Principal and duly authorized representative of
Statco Consulting Services Inc. whose address is 801 Jones Franklin Rd Suite 200 and that
neither I nor the above CONSULTANT I represent or any of its principals: Raleigh NC 27605

- (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this AGREEMENT;
- (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the AGREEMENT;
- (d) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (e) has within a three-year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- (f) is presently indicted for or otherwise criminally or civilly charged by governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph e. of this certification; and
- (g) has within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, or local) terminated for cause or default.

except as here expressly stated (if any):

I acknowledge that this certification is executed according to EXHIBIT A, which is also a part of this AGREEMENT, and that if future certifications are required of subconsultants and suppliers, under 49 CFR Part 29 and 19A NCAC 2E 0.702(g), I shall obtain them.

I acknowledge that this certificate is to be furnished to the City of High Point and the Federal Highway Administration, U. S. Department of Transportation, in connection with this AGREEMENT and is subject to applicable State and Federal laws, both criminal and civil.

9/30/10

(Date)

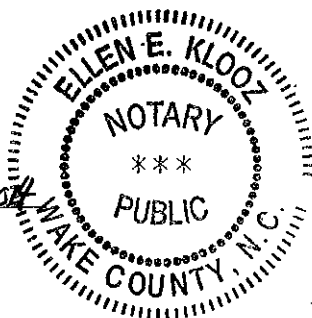
[Signature]

(Signature)

Subscribed and sworn to before me this the 30th day of September, 2010.

Ellen E. Klooz
Notary *Ellen E. Klooz*

My Commission Expires: June 9, 2011



ATTACHMENT A
Certification Regarding Debarment,
Suspension and Other Responsibility
Matters – Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the CITY or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the CITY or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the CITY or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the CITY or agency to which this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible," "lower tier covered transaction," "participant", "person," "primary covered transaction," "principal," "agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may contact the CITY or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the CITY or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the CITY or agency may terminate this transaction for cause of default.

ATTACHMENT B

FORM RS-2(S)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO THE USE OF PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

NEPA and Preliminary Engineering for the Extension of the Deep River Greenway

(Title, and/or Type of Work (Limited Services))

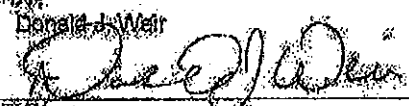
Stantec Consulting Services Inc. Fed ID #11-2167170

(Consultant/Firm Name and Federal Tax ID)

Coastal Carolina Research Inc., a wholly owned subsidiary of Commonwealth Cultural Resources Group, Inc.

Fed ID # 26-1610880

(Subconsultant Name and Federal Tax ID)

SERVICE/ITEM DESCRIPTION		Anticipated Utilization
Archaeological Research		3%
TOTAL UTILIZATION:		3%
SUBMITTED BY: SUBCONSULTANT: Coastal Carolina Research, Inc.		RECOMMENDED BY: CONSULTANT: Stantec Consulting Services Inc.
*BY: Donald J. Weir 		*BY: Paul R. Koch, PE 
TITLE: CEO		TITLE: Principal
SPSP Status: Yes ☒ No ☐		

**"SUBCONSULTANT" (FORM RS-2)
RACE AND GENDER NEUTRAL**

Instructions for completing the Form RS-2:

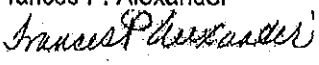
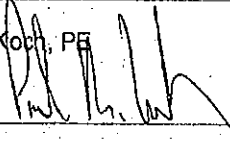
1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and/or Type of Work (Limited Services)
3. Complete the Consultant/Firm Name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm Name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description - Insert the work to be performed by the Sub Firm
6. Enter Anticipated Utilization - Insert dollar value or percent of work in the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSP Status" section - Subconsultant shall check the appropriate box regarding SPSP Status, check Yes if SPSP or No if not SPSP

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant

NEPA and Preliminary Engineering for the Extension of the Deep River Greenway
TIP No. and/or Type of Work (Limited Services)

Stantec Consulting Services Inc. / Fed ID #11-2167170
(Consultant/Firm Name and Federal Tax Id)

Mattson, Alexander and Associates, Inc. / Fed ID # 56-1896895
(Subconsultant/Firm Name and Federal Tax Id)

SERVICE / ITEM DESCRIPTION		Anticipated Utilization
Historic and Architectural Assessments		3%
TOTAL UTILIZATION:		3%
SUBMITTED BY: SUBCONSULTANT: Mattson, Alexander and Associates, Inc.		RECOMMENDED BY: CONSULTANT: Stantec Consulting Services Inc.
*BY: Francés P. Alexander 		*BY: Paul R. Koch, PE 
TITLE: President		TITLE: Principal
SPSF Status: Yes ☒ No ☐		

"SUBCONCONSULTANT" (FORM RS-2)
RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description -- describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization -- Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has no subconsultant, It is required that this be indicated on the Subconsultant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form

ATTACHMENT C CONSULTANT ESTIMATE

Deep River Greenway (EL-5104)
NEPA and Preliminary Engineering

PROJECT DESCRIPTION: Deep River Greenway										DATE PREPARED: 9/15/2010				
PREPARED BY: Shawac Consulting										SPREADSHEET REVISION DATE:				
TASK NO.	TASK DESCRIPTION	Project Manager P. Kusch	Senior Landscape Architect J. Ragenbagen	Landscape Architect M. Turner	Senior Planner S. Lane	Environmental Planner A. Suckow	Senior Design Engineer B. Palmer	Design Technician M. Martin	Senior Instrumental Scientist A. Brooks-Gunn	Environmental Scientist A. Coleman	Central E. Kloss	SUB-TOTAL		
1	Initial Management & Coordination (8 months)	9,500	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	9,500	0,000	9,500
2	Design Coordination	0,250	0,000	0,000	0,000	0,250	0,000	0,000	0,000	0,000	0,000	0,250	0,000	0,250
3	Field Investigation	1,500	0,000	0,000	0,000	0,000	1,500	0,000	0,000	0,000	0,000	1,500	0,000	1,500
4	Proposals and Needs	0,375	0,000	0,000	0,000	0,000	0,375	0,000	0,000	0,000	0,000	0,375	0,000	0,375
5	Scoping Letter	0,375	0,000	0,000	0,000	0,000	0,375	0,000	0,000	0,000	0,000	0,375	0,000	0,375
6	Alternatives Development	2,000	1,000	1,250	0,750	0,000	0,000	0,000	0,000	0,000	0,000	2,000	1,000	3,000
7	Public Meeting with USACE / DNRG	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
8	Preliminary Engineering (Assumes 1 hr alternative with 3 day/night options)	2,500	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	2,500	0,000	2,500
9	Public Workshop	0,375	0,000	0,000	0,000	0,000	0,375	0,000	0,000	0,000	0,000	0,375	0,000	0,375
10	Opinion of Feasible Cost	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
11	Categorical Exclusion (Proposed Improvements / Archaeology, not included)	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
12	Permits	10,500	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	10,500	0,000	10,500
TOTAL WORKDAYS/CATEGORY:		19,500	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	19,500	0,000	19,500
RATES PER UNIT:		440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	440.00
PATROLL BORDER:		28,312.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,312.50	0.00	28,312.50
TOTAL WORKDAYS:		19,500	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	19,500	0,000	19,500
TOTAL WORKDAYS/BURDEN:		304,271.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304,271.62	0.00	304,271.62
TOTAL WORKDAYS/AVG:		15,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,250.00	0.00	15,250.00
GENERAL OVERHEAD @ 12.5%:		2,437.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,437.50	0.00	2,437.50
SUB-TOTAL:		28,312.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,312.50	0.00	28,312.50
COMPARATIVE FEE @ 1%:		283.125	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	283.125	0.00	283.125
FACILITIES COST OF CAPITAL @ 1.25%:		353.906	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	353.906	0.00	353.906
TOTAL:		28,949.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,949.53	0.00	28,949.53
DIRECT EXPENSES:		1,201.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,201.85	0.00	1,201.85
GRAND TOTAL:		30,151.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,151.38	0.00	30,151.38

BREAKDOWN WORKSHEET

2

Deep River Greenway (EL-5104)
NEPA and Preliminary Engineering

BREAKDOWN WORKSHEET

TASK NO.	TASK DESCRIPTION	Project Manager P. Koch	Senior Landscape Architect J. Regierman	Landscape Architect M. Turner	Senior Planner S. Lane	Environmental Planner A. Sudaroff	Senior Design Engineer B. Palmer	Design Technician M. Martin	Senior Environmental Scientist A. Dorek-Gantz	Environmental Scientist A. Coleman	Client E. Kooz	SUB-TOTAL
9	Public Workshop - develop mailing list - develop newsletter / advertisement - prepare handouts / contact sheets - develop graphics (side images, plan view, typical sections) - travel to workshop - workshop attendance - summarize comments	0.250 0.250 0.500 0.500		3.000		1.000 1.000		0.250 0.500 4.000 0.500			0.250	0.500 2.000 8.000 1.000 1.250
10	Opinion of Probable Cost - Gather relevant unit cost data - Develop estimate spreadsheet - Calculate quantities, prepare unit estimate - coordinate with City for per acre costs, calculate ROW cost - finalize estimate		0.250 0.250 0.125 0.125	0.250 0.250 0.250			0.250 1.000 0.500					1.000 0.500 2.625 0.875 1.375
11	Categorical Exclusion (Mitigate Architecture / Archaeology not included) - Prepare preliminary draft CE - Review per city comments - Submit draft to FHWA - Review per FHWA comments and prepare final CE - Distribute final CE	0.250 0.250 0.125 0.250				4.000 0.500 0.125		3.000 0.500 0.500			0.250	7.250 1.250 0.375 1.250 0.375
12	Permits - Coordination with USACE and DWD - Prepare Draft NWP - Prepare Draft General Water Quality Certification - Finalize NWP - Finalize General Water Quality Certification									0.500 0.500 0.250 0.125 0.125		0.500 1.250 0.750 0.375 1.000
TOTAL DAYS:		19.500	2.375	5.500	0.750	10.875	24.250	32.625	6.000	5.500	2.250	110.625

Deep River Greenway (EL-5104)
NEPA and Preliminary Engineering

DIRECT EXPENSES				
1,2	PROJECT MANAGEMENT, DATA COLLECTION Reproduction:	500 8 1/2 x 11 Copy(s) @ 0 11 x 17 Copy(s) @ 0 Cover(s) & Binding(s) @ 0 Trip(s) (sedan) @ 0 Trip(s) (carnival) @	\$0.040 \$0.100 \$1.00 \$0.500 \$0.520 Subtotal	\$20.00 \$0.00 \$0.00 \$0.00 \$0.00 \$20.00
3	FIELD INVESTIGATION Reproduction:	50 8 1/2 x 11 Copy(s) @ 100 11 x 17 Copy(s) @ 3 plots (3'x4' mylars) 0 Cover(s) & Binding(s) @ 1 Trip(s) (sedan) @ 1 Trip(s) (carnival) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 \$0.520 Subtotal	\$2.00 \$10.00 \$63.00 \$0.00 \$175.00 \$182.00 \$432.00
4,5,6	PURPOSE AND NEED, SCOPING LETTER, ALTERNATIVES DEVELOPMENT Reproduction:	100 8 1/2 x 11 Copy(s) @ 500 11 x 17 Copy(s) @ 5 plots (3'x4' mylars) 0 Cover(s) & Binding(s) @ 0 Trip(s) (sedan) @ 0 Trip(s) (carnival) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 \$0.520 Subtotal	\$4.00 \$50.00 \$105.00 \$0.00 \$0.00 \$0.00 \$159.00
8, 10, 11, 12	PRELIM. ENG., OPINION OF PROB. COST, CE, PERMITS Reproduction: (CE: 2 prelim, 6 draft, 60 final - total 68)	2040 8 1/2 x 11 Copy(s) @ 340 11 x 17 Copy(s) @ 0 plots (3'x4' mylars) 68 Cover(s) & Binding(s) @ 1 Trip(s) (sedan) @ 0 Trip(s) (carnival) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 \$0.520 Subtotal	\$81.60 \$34.00 \$0.00 \$58.00 \$175.00 \$0.00 \$358.60
9	PUBLIC WORKSHOP Reproduction: (assume mailing list = 200)	2000 8 1/2 x 11 Copy(s) @ 600 11 x 17 Copy(s) @ 10 plots (3'x4' mylars) 0 Cover(s) & Binding(s) @ 0 Trip(s) (sedan) @ 1 Trip(s) (carnival) @	\$0.040 \$0.100 \$21.000 \$1.00 \$0.500 \$0.520 Subtotal	\$80.00 \$60.00 \$210.00 \$0.00 \$0.00 \$182.00 \$532.00
TOTAL				\$1,501.60

CONTRACT APPROVAL

Submitted by:

Approved by:

Paul R. Wh
Vice President
Principal

9/30/10
Date

Attest:

Ellen P. Klogg
Secretary

9/30/10
Date

Corporate Seal

Recommended by:

M. McDonald
Transportation Director

07-08-2010
Date

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

Approved by:

Jeffrey M. Allen
Financial Services Director

10/19/2010
Date

Approved as to Form and Legality:

John G. Galt
City Attorney

9/10/10
Date

Approval Granted:

Rebecca R. Smithers
Mayor

9-10-10
Date

T. Burt
City Manager

9-19-10
Date

David Verling
City Clerk

9-10-2010
Date





July 8, 2010

MEMORANDUM

AGENDA ITEM

TO: Mr. Randy McCaslin, Assistant City Manager-City of High Point

CC: Mr. Pat Pate, Assistant City Manager, Mr. Mark V. McDonald, P.E. Director of Transportation City of High Point, Mr. Bob Martin, Director of Purchasing, Mr. Allen Oliver, Director of Parks & Recreation, Mr. Lee Burnette, Planning Director

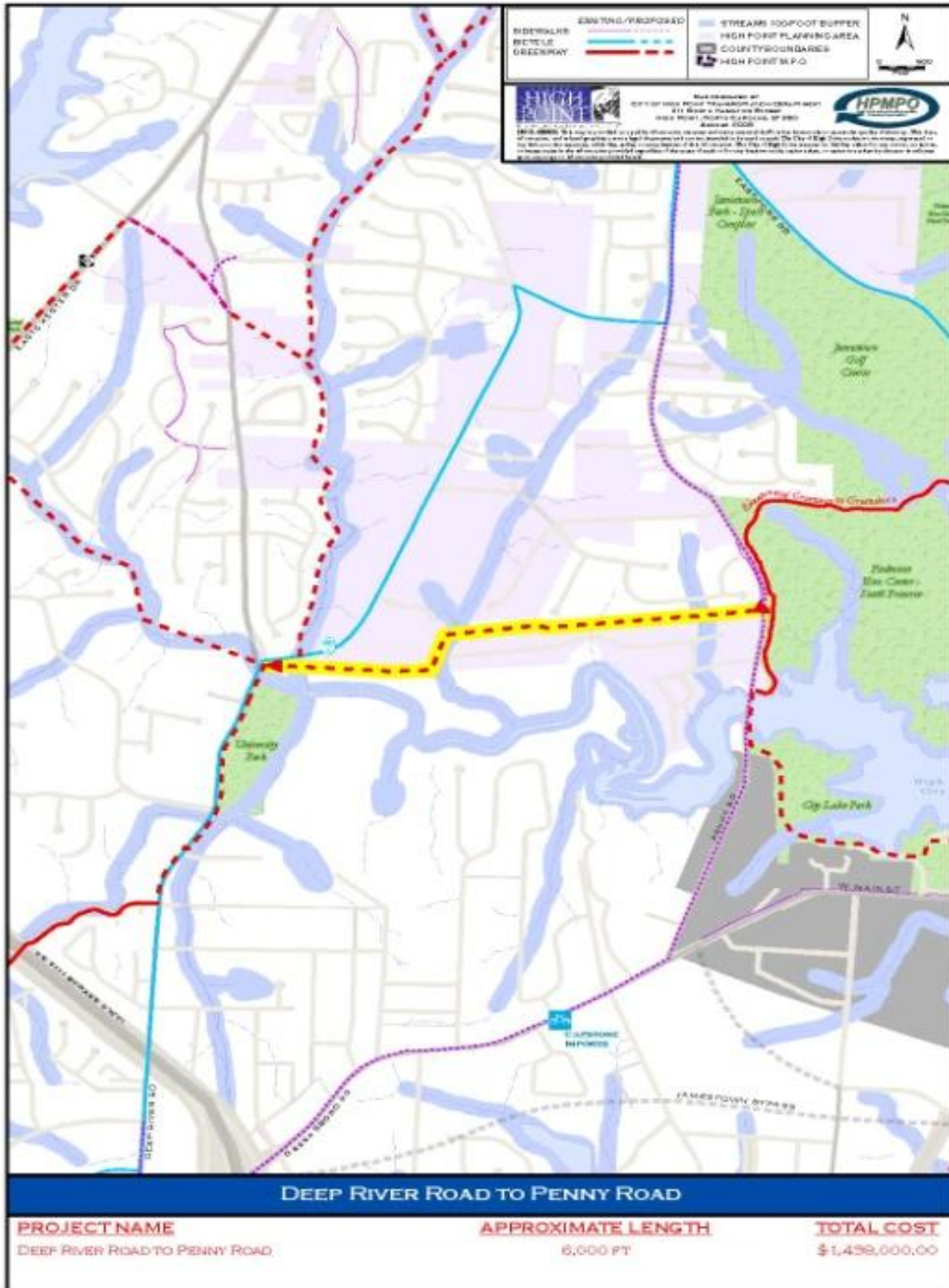
FROM: Mr. David Hyder, P.E., Transportation Planning Administrator 

SUBJECT: PROJECT EL-5104 (Deep River Greenway from University Park to Piedmont Environmental Center) CONSULTANT SELECTION

The staff of the Transportation Department in cooperation with the staffs of the Parks and Recreation Department, Planning Department and the North Carolina Department of Transportation has reviewed proposals from sixteen private engineering consulting companies for the subject project. Based on this review we began negotiations with Stantech Consulting Services Inc. *The consultant's estimate to complete this work is \$104,360.33.* This amount includes a local match of \$20,872.07. City Council approved a total of \$118,750 for this project on July 9, 2009. The customary local match for this type of project is twenty percent of the total or \$23,750.

In assessing the proposals the reviewers considered the work plan, the history of similar work, previous projects with either the City of High Point or NCDOT, the qualifications of the project team, and the ability of the team to complete the project in a timely fashion.

A location map of the project is included on the following page. Copies of the proposed contract (including the estimated fee) are also included.





July 8, 2010

MEMORANDUM

AGENDA ITEM

TO: Mr. Randy McCaslin, Assistant City Manager-City of High Point

CC: Mr. Mark V. McDonald, P.E. Director of Transportation City of High Point, Mr. Bob Martin, Director of Purchasing, Mr. Pat Ivey, P.E. NCDOT Division 9, Ms. Hemal Shah, Mr. Guy Cornman, Dr. Mary Rittling, Davidson Community College

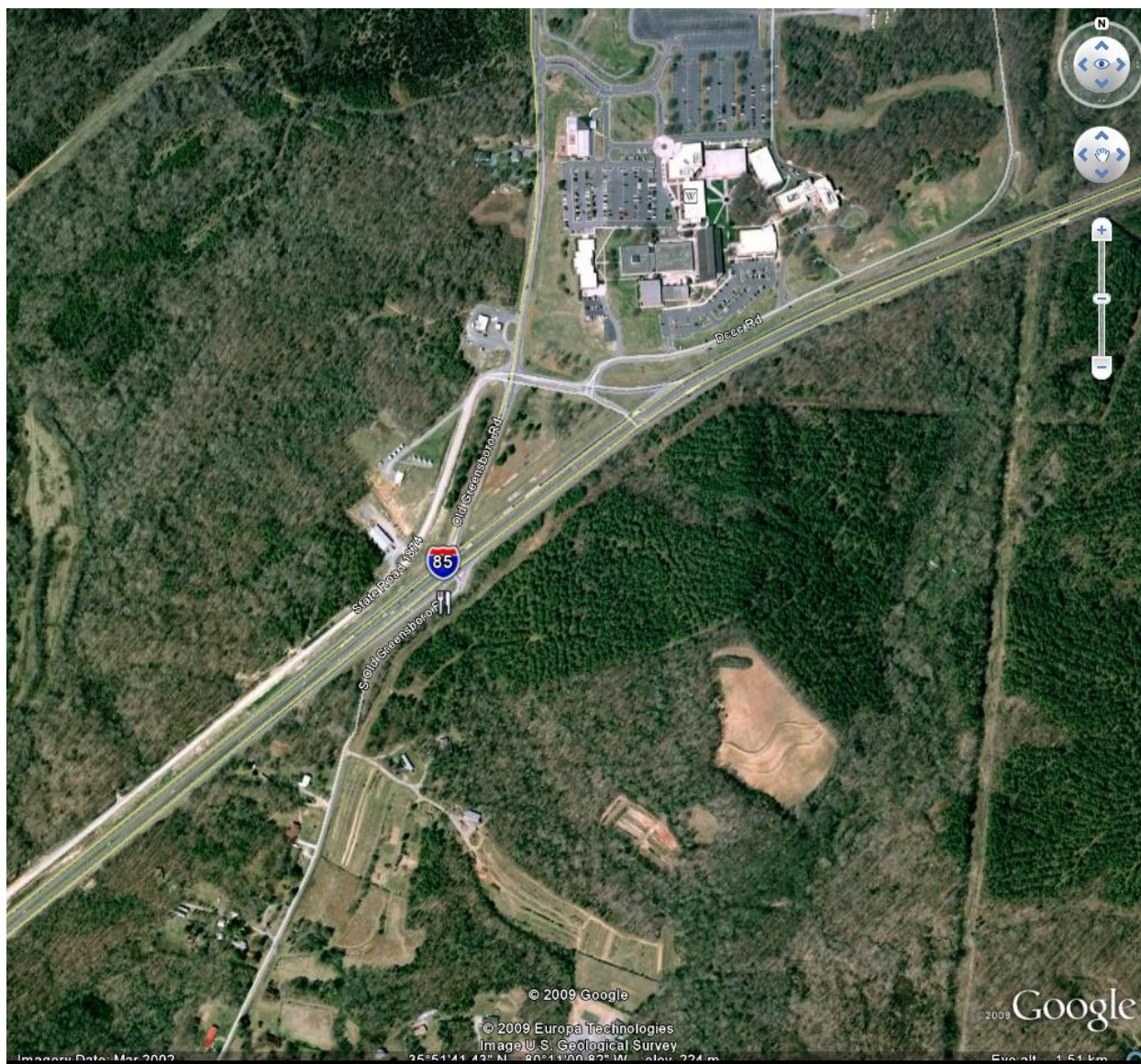
FROM: Mr. David Hyder, P.E., Transportation Planning Administrator 

SUBJECT: ACCESS STUDY FOR DAVIDSON COMMUNITY COLLEGE CONSULTANT SELECTION

The staff of the High Point Metropolitan Planning Organization in cooperation with the staffs of the Davidson County Planning, Davison County Community College, and the North Carolina Department of Transportation has reviewed proposals from six private engineering consulting companies for the subject project. Based on this review we began negotiations with a team composed of Baker Engineering and Kimley Horn. In assessing the proposals the reviewers considered the work plan, the history of similar work, previous projects with either the City of High Point or NCDOT, the qualifications of the project team, and the ability of the team to complete the project in a timely fashion.

The costs of this project will be covered using the MPO's PL Grant with the City of High Point serving as the contracting agent. *The consultant's estimate to complete this work is \$132,500.* The project ranks number four in priority of twenty-five projects in the MPO's project needs list.

A location map of the project is included on the following page. Copies of the scope of work and proposed contract (including the estimated fee) are also included.



© 2009 Google

© 2009 Europa Technologies
Image U.S. Geological Survey

Imagery Date: Mar 2002

25°51'41.42" N 80°11'00.92" W elev: 224 m

© 2009

Google

Foot: 1.51 km

Engineering Services Department

B. Keith Pugh, P.E.

DIRECTOR



Date: June 23, 2010

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services

Re: City Council Contract Award, Old Winston Road Improvements (North Main Street at Oxford to North Main Street at Bellevue – City Contract ENG-2009-02

On Wednesday, June 9, 2010 the City of High Point received bids for Contract ENG-2009-02, Old Winston Road Improvements. We received seven bids.

1. Larco Construction	\$3,894,763.00
2. Yates Construction Co.	\$4,056,106.40
3. Vecellio and Grogan, Inc.	\$4,092,277.16
4. Triangle Grading & Paving	\$4,156,349.18
5. Thompson-Arthur Division	\$4,664,316.95
6. Blythe Construction, Inc.	\$4,740,360.00
7. Jimmy R. Lynch & Sons	\$5,198,597.05

The Contract work consists of improving Old Winston Road with sidewalks, curb and gutter from North Main Street at Oxford Place to North Main Street at Bellevue Drive. The improvements include the realignment of Old Winston Road's intersection with Bellevue Drive and improvements along Bellevue from Old Winston to North Main Street. The improvements will include a center turn lane and right turn lanes at critical intersections along Old Winston Road. This project is funded through the 2004 voter approved general obligation bond issue. The utility relocations are complete. The right-of-way and easement acquisition is complete.

Additional improvements in the area include the replacement of an old cast iron water line in Old Winston Road and new sidewalk construction along North Main Street between Parris and Oxford Place.

The improvements were designed by Engineering Services staff. All necessary right-of-way, easements and permits have been acquired. City staff prepared the bid documents and handled the bidding process. The availability date for this contract work is immediately upon execution of the contract. All construction is scheduled for completion prior to December 15, 2011. The engineer's estimate for this work is \$5,150,000.

Engineering Services, Transportation and Public Services recommend that City Council approve the bid and award Contract ENG-2009-02 for the Old Winston Road Improvements to Larco Construction Company at

Engineering Services Department

PAGE 2 OF 2

OLD WINSTON ROAD IMPROVEMENTS

CONTRACT AWARD

the contract bid price of \$3,894,763.00. The contract contains an extension clause which allows the City to add work to the contract, at the current contract prices.

The water line replacement is being funded through Public Services. The roadway and sidewalk improvements are being funded through the 2004 general obligation bonds.

Funding is available in the following accounts:

421779-533701-421001022605-40201	\$ 521,092.10 (water line)
411610-533701-411001006705-40203	<u>\$3,373,670.90</u> (roadway, sidewalk and storm)
Total	\$3,894,763.00

/bkp

Cc: Mr. Jeff Moore, Finance Director
Mr. Bob Martin, Purchasing Division
Mr. Mark McDonald, Transportation Director
Mrs. Lou Hedrick, Budget Director
Mr. Terry Kuneff, Engineering Services
Mr. Henry Moon, Right-of-Way Agent
Mr. Leon Adams, Adams and Clark Enterprises, Inc.

BID INFORMATION AND RECOMMENDATION**BID # 32-051910****DATE OPENED:** June 9, 2010**DESCRIPTION:** Old Winston Road Improvements**BID PACKAGES DISTRIBUTED:** 9**DEPARTMENT:** Engineering Services**SOURCE OF FUNDS:** 421779-533701-421001022605-40201
411610-533701-411001006705-40203**BUDGETED AMOUNT:** \$ 521,092.
\$3,373,671.**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	Old Winston Road Improvements	\$3,894,763.00	\$3,894,763.00

PURPOSE: The Contract work consists of improving Old Winston Road with sidewalks, curb and gutter from North Main Street at Oxford Place to North Main Street at Bellevue Drive. Additional improvements in the area include the replacement of an old cast iron water line in Old Winston Road and new sidewalk construction along North Main Street between Parris and Oxford Place.

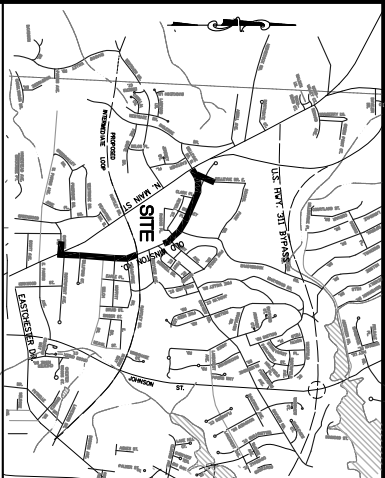
BID TABULATION

CONTRACTOR	BID AMOUNT
Larco Construction Company 4130 N. Glenn Avenue Winston - Salem NC 27105	\$3,894,763.00
Yates Construction Company, Inc. 9220 NC 65 Stokesdale, NC 27357	\$4,056,106.40
Vecellio & Grogan / Sharpe Brothers 204 Base Leg Road Greensboro, NC 27409	\$4,092,277.16
Triangle Grading & Paving 1521 Huffman Mill Road Burlington, NC 27215	\$4,156,349.18
APAC - Thompson Arthur Paving 300 South Benbow Street Greensboro, NC 27401	\$4,664,316.95
Blyth Construction Co. 2911 North Graham Street Charlotte, NC 28206	\$4,750,360.00
Jimmy R. Lynch & Sons 307 South Academy Street Pilot Mountain, NC 27030	\$5,271,997.05

The **PURCHASING DEPARTMENT AND PUBLIC SERVICES DEPARTMENT** recommend that the contract for **OLD WINSTON ROAD IMPROVEMENTS** be awarded to **LARCO CONSTRUCTION CO.**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$3,894,763.00**

DATE OF RECOMMENDATION: July 12, 2010


Strib Boynton, CITY MANAGER



NOT TO SCALE
-- VICINITY MAP --

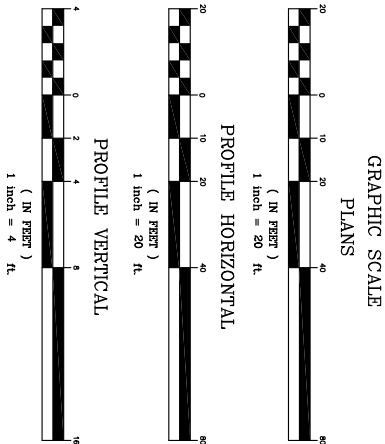
CITY OF HIGH POINT ENGINEERING SERVICES DEPARTMENT ROADWAY WIDENING PLANS FOR

OLD WINSTON ROAD NORTH MAIN STREET TO NORTH MAIN STREET AND

EAST BELLEVUE DRIVE

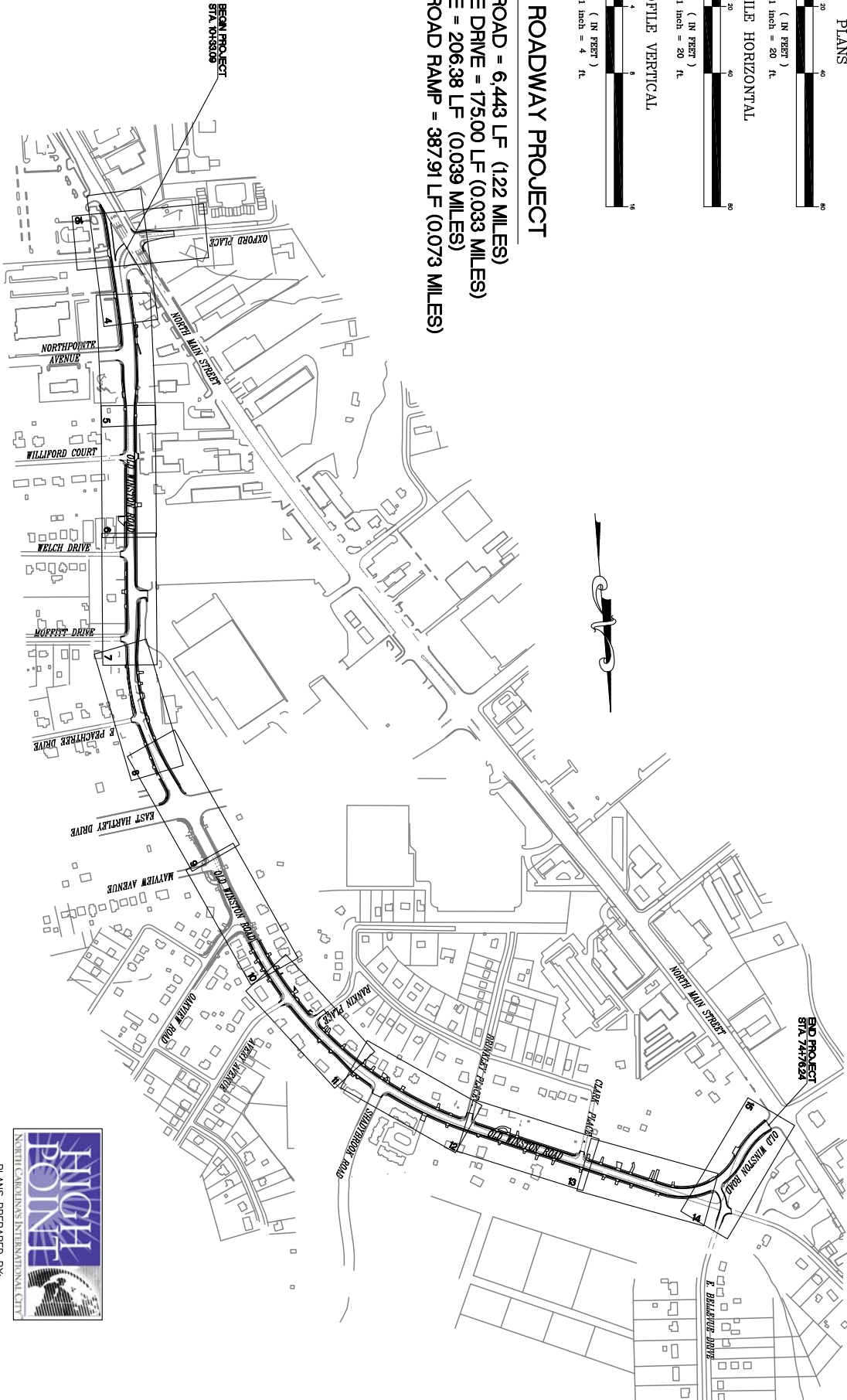
REALIGNMENT TO NEW C/L OF OLD WINSTON ROAD

TYPE OF WORK: - GRADING, STORM SEWER, SIDEWALK, PAVING, CURB AND GUTTER, AND EROSION CONTROL



LENGTH OF ROADWAY PROJECT

OLD WINSTON ROAD = 6,443 LF (1.22 MILES)
EAST BELLEVUE DRIVE = 17500 LF (0.033 MILES)
OXFORD PLACE = 20638 LF (0.039 MILES)
OLD WINSTON ROAD RAMP = 387.91 LF (0.073 MILES)



PLANS PREPARED BY:

CITY OF HIGH POINT
PROJECT DESIGN ENGINEER

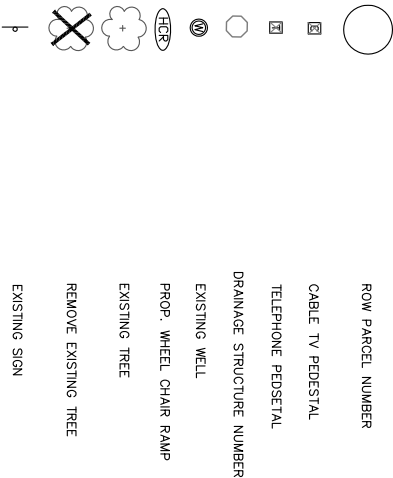


SIGNATURE _____ DATE _____

CONTACT CITY ENGINEER
(336) 883-3184



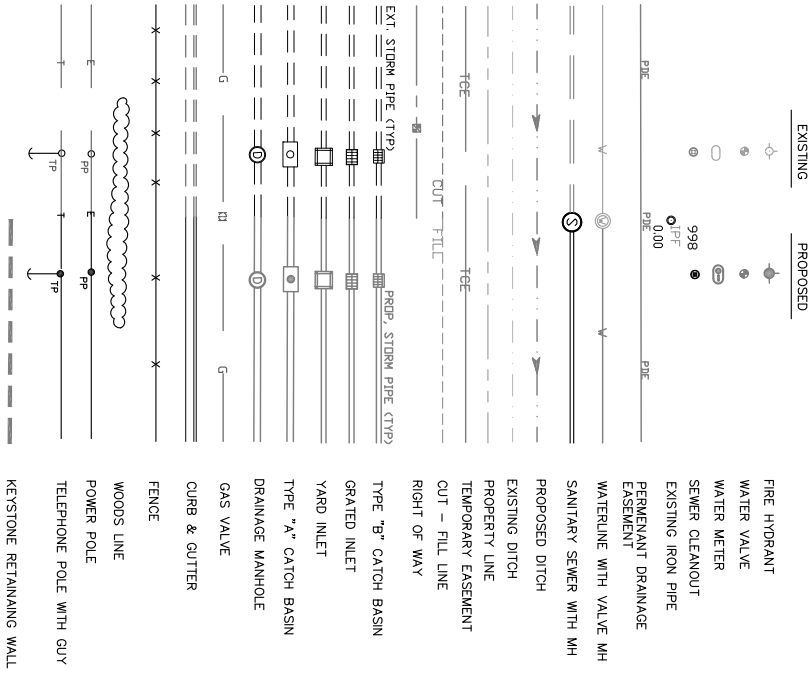
CALL 48 HOURS BEFORE YOU DIG
1-800-632-4949
(EXCLUDED WORKERS AND RELATIONS)



EROSION CONTROL LEGEND

ROCK INLET SEDIMENT TRAP
TYPE C, NODOT 1632.03
TEMPORARY SILT FENCE
NODOT 1605.01
TEMPORARY ROCK SILT CHECK
TYPE B, NODOT 1633.02
ROCK PIPE INLET SEDIMENT TRAP
TYPE A, NODOT 1635.01
TEMPORARY SILT BASIN
DETAIL C13--ERODWG
TEMPORARY DIVERSION
BERM, NODOT 1630.05
STONE OUTLET FOR
SILT FENCE
STRAW WATTLE WITH 60 YACORY AMIDE
(ANONIC PAM 705, APPROVED FOR USE BY DMO)

LEGEND



**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

503 Meredith Street (B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:**
5-11-2010

Number of Violations: Major 6 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) repair/replace water heaters
- 4) no heat source
- 5) repair floors throughout units
- 6) no smoke detectors

****similar code violations in each unit****

HEARING RESULTS:

6-8-2010

The owner did not appear for the hearings for any of the three apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All units were occupied at the time of the initial inspection; however, they are vacant now. The utilities for each unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S) ISSUED:

Order to Repair 6-8-2010

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

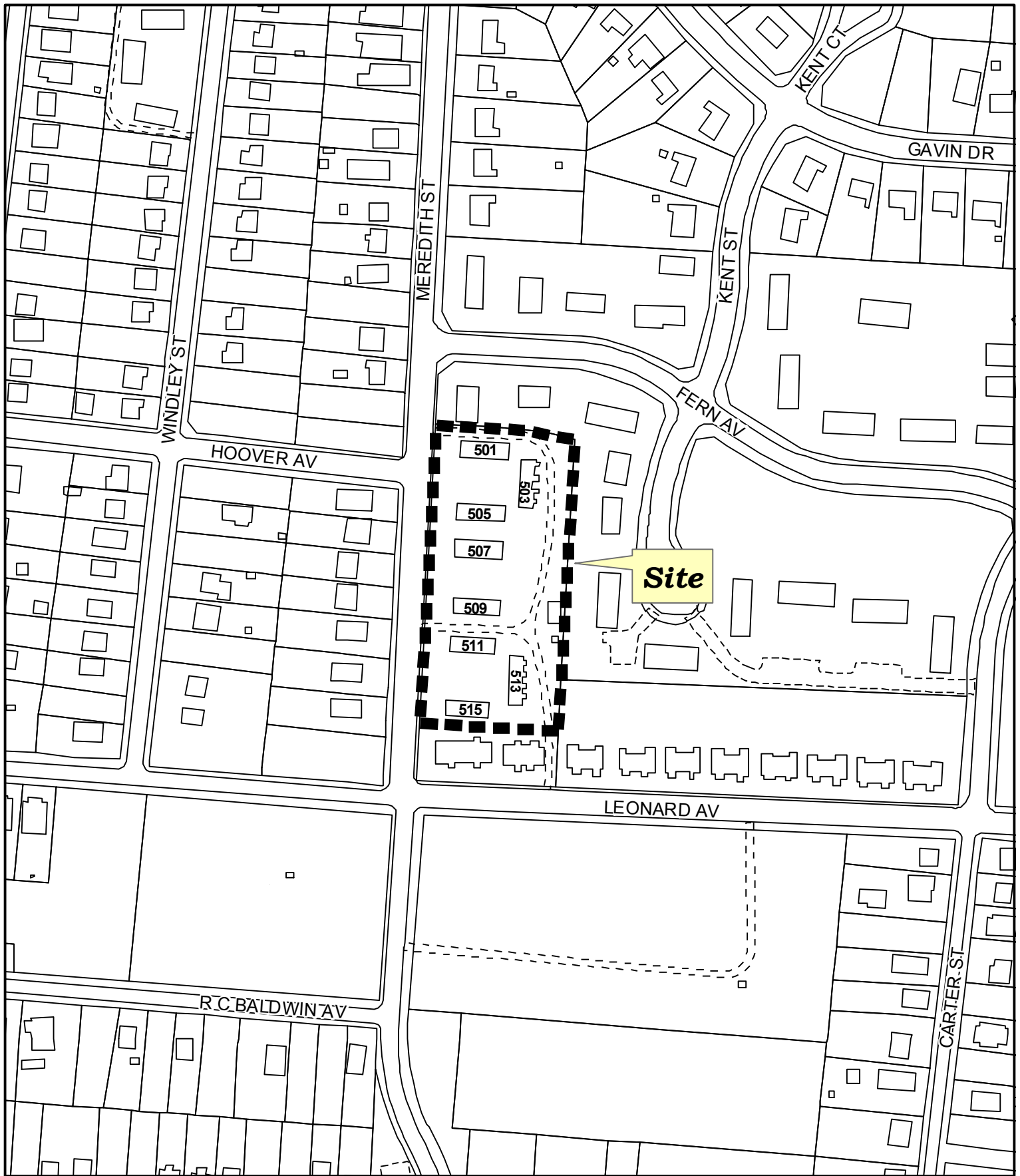
There have been no repairs and no permits applied for.

EXTENSIONS:

None

**CURRENT
STATUS:**

Apartment A – occupied; Ordinance to Vacate 5-17-2010
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate







**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 511 Meredith Street (A, B, C)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 5-12-2010

Number of Violations: Major 7 Minor 0 **

- 1) holes in interior walls
- 2) windows are not operable
- 3) no approved heat source
- 4) missing water heater
- 5) damaged floor and subfloors
- 6) no smoke detectors
- 7) repair extensive damage to concrete steps

similar code violations in each unit

HEARING RESULTS:

6-2-2010

The owner did not appear for the hearings for any of the three apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All three units were occupied at the time of the initial inspection; however, units A and B are vacant now. Unit C is occupied. The utilities for each vacant unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S) ISSUED: 6-2-2010

Order to Repair

APPEALS:

No appeals to date.

OWNER ACTIONS:

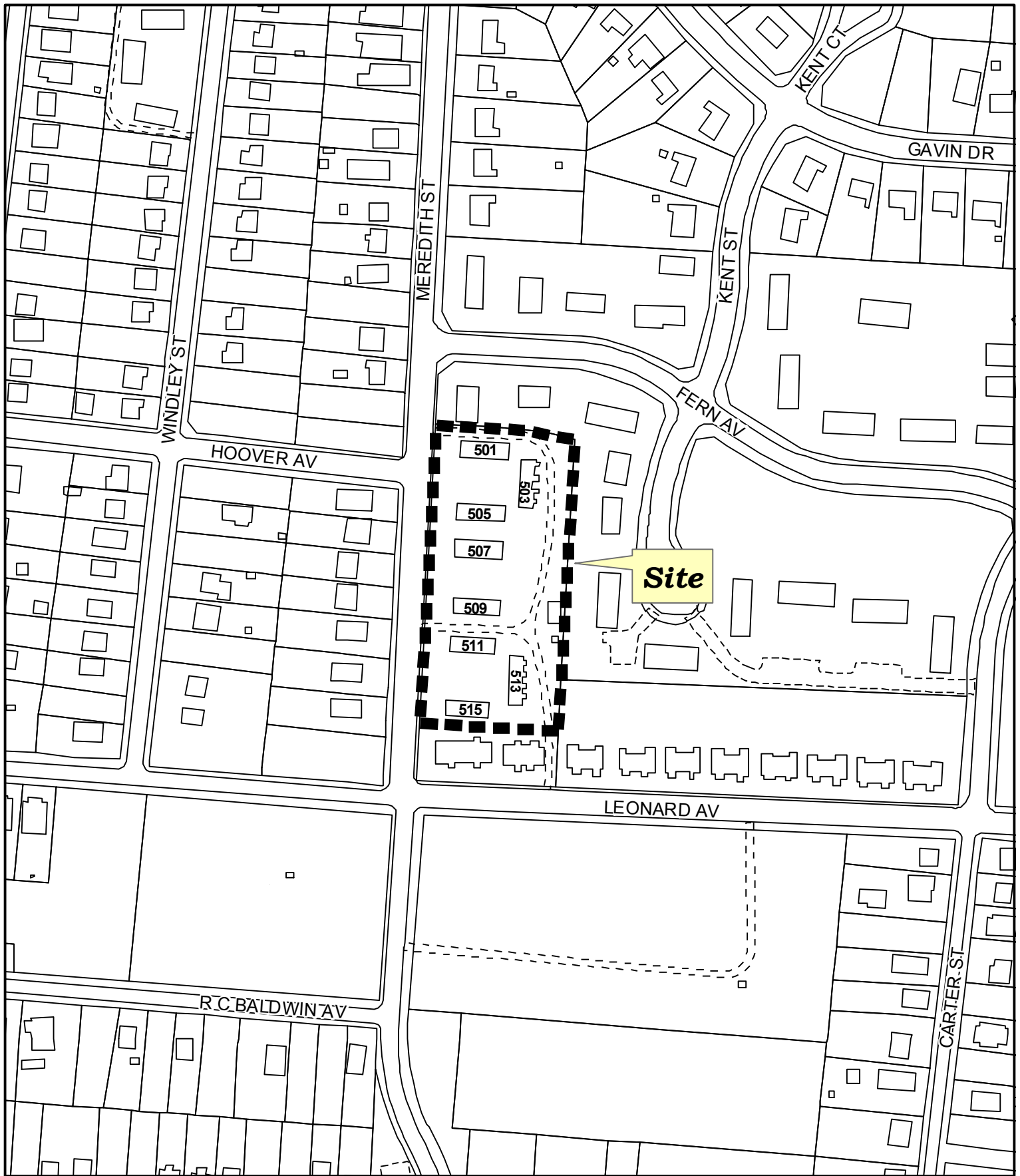
There have been no repairs and no permits applied for.

EXTENSIONS:

None

CURRENT STATUS:

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Occupied by one adult and 3 minors (ages 1, 2, 6)
Apartment D – to be inspected; vacant and secure



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate







**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 2417 Robbins Street

OWNER: Schwarz Properties, LLC

FIRST

INSPECTION:

3-30-2010

Number of Violations: Major 5 Minor 4
1) electrical fixture broken-outside light
2) plumbing - leaking water line under kitchen sink
3) cracked receptacles
4) stair treads loose and broken
5) loose flooring covering in living room

HEARING

RESULTS:

4-12-2010

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults at the time of the inspection and is still occupied. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S)

ISSUED:

4-12-2010

Order to Repair 4-12-2010 with a compliance date of 5-12-2010

APPEALS:

No appeals to date.

OWNER

ACTIONS:

There have not been any repairs made or permits applied for

EXTENSIONS:

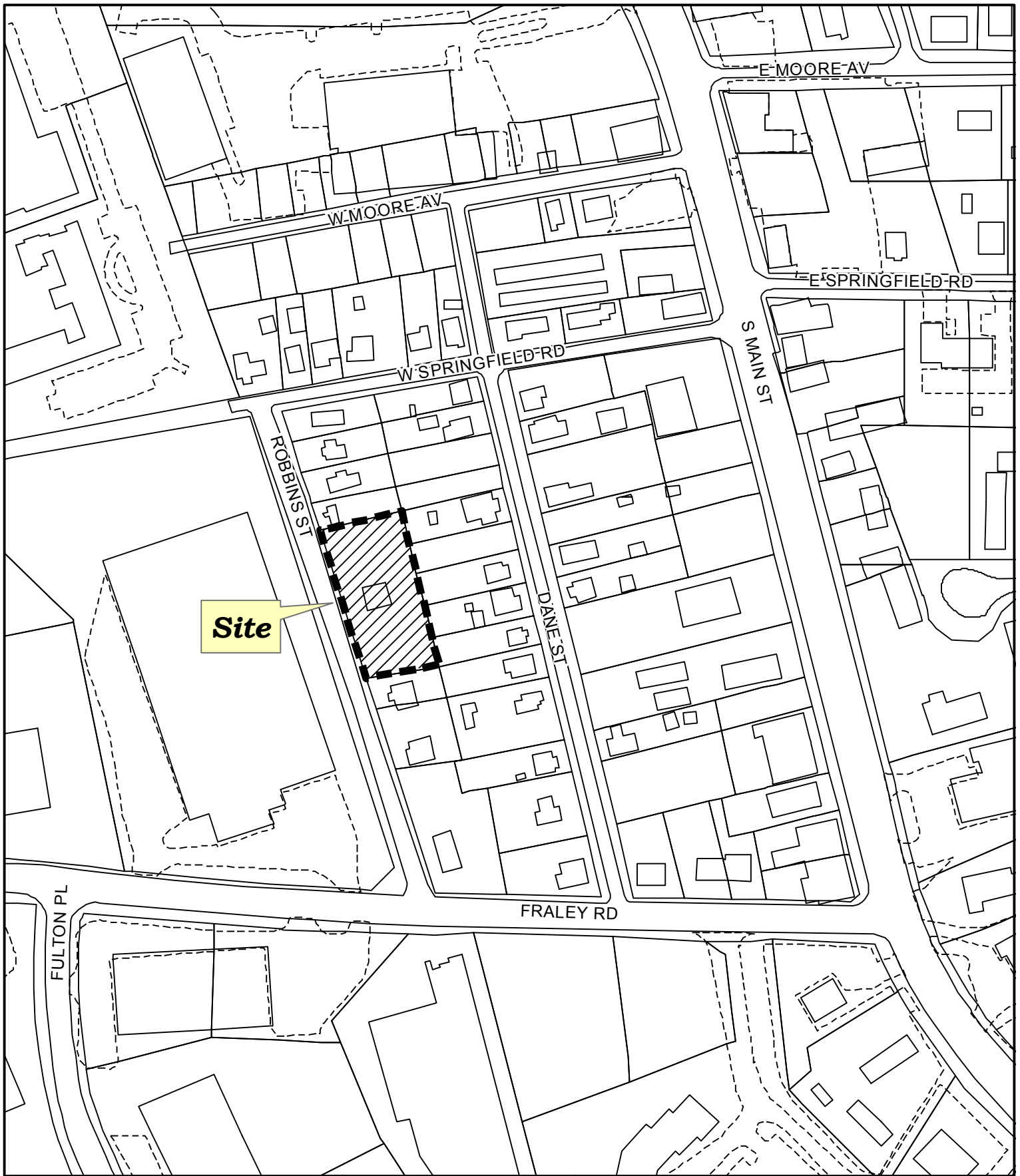
None requested by owner.

CURRENT

STATUS:

7-9-2010

Conditions still exist. Dwelling is occupied.



2417 Robbings Street

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate



2417 Robbins Street

Engineering Services Department

B. Keith Pugh, P.E.

DIRECTOR



Date: July 12, 2010

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services *BKP*

Re: City Council Agenda – Contract Extension - Water and Sewer Maintenance Contract – City Contract ENG-2009-11

On Wednesday, October 7, 2009 the City of High Point received and opened bids for Contract ENG-2009-11, Water and Sewer Maintenance. The contract was awarded to Breece Enterprises during Council's regular meeting on October 19, 2009 at the bid amount of \$445,985.00.

The purpose of this contract is 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 covers the installation of new water and sewer service lines. This contract contains an extension clause that allows the City to extend this contract up to 100 percent beyond the original contract amount.

The contractor has performed the work under this contract in a satisfactory manner, thus, Engineering Services and Public Services would like to exercise the extension clause and extend the contract with Breece Enterprises. This contract extension is at the full amount available - \$445,985.

Funding is available in the following accounts:

421779-533701-421001010205-40201	\$ 312,190
421779-533701-421001012805-40201	<u>\$ 133,795</u>
Total:	\$ 445,985

/bkp

Ec:	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.	Mr. Don Franklin, Engineering Services

BID INFORMATION AND RECOMMENDATION**BID #** 35-062310**DATE OPENED:** June 23, 2010**DESCRIPTION:** Roof Replacement-Municipal Operations Center**BID PACKAGES DISTRIBUTED:** 34**DEPARTMENT:** Facility Services**SOURCE OF FUNDS:** Department of Energy Grant (Recovery Funds) & Electricities Grant**BUDGETED AMOUNT:** \$320,000.**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	Roof Replacement-Municipal Operations Ctr.	\$222,548.00	\$222,548.00

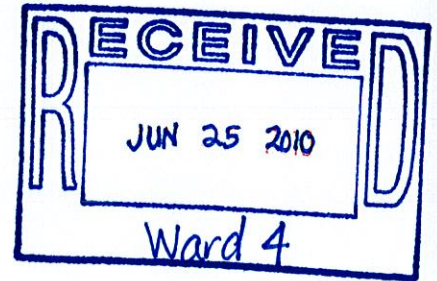
PURPOSE: The work involves replacing the roof at the Municipal Operations Center with a new energy efficient roofing system.**COMMENTS:** Funding for this project came from the American Reinvestment and Recovery Act through the Department of Energy and from Electricities of North Carolina.**BID TABULATION**

Bidder	Bid Amount
Affordable Roofing	\$222,548.00
Bond/Tec	\$283,875.00
Sunbelt Roofing	\$297,000.00
AAR of North Carolina	\$303,900.00
Allied Roofing	\$343,850.00
Frizzell Construction	\$464,498.00
Davco Roofing	\$472,000.00
Roofing Service Inc.	\$539,900.00
Carolina Roofing Solutions	\$594,000.00
Triad Roofing	\$688,900.00

The **PURCHASING DEPARTMENT AND FACILITY SERVICES DEPARTMENT** recommend that the contract for **ROOF REPLACEMENT AT THE HIGH POINT POLICE DEPARTMENT** be awarded to **AFFORDABLE ROOFING, INC.**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$222,548.00**.

DATE OF RECOMMENDATION: July 12, 2010.


Strib Boynton, CITY MANAGER



Application for Appointment To Boards and Commissions

Please TYPE or PRINT the information requested on this application. **You may attach additional pages and / or your resume if you wish.** All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name Roger Perrine

Street Address 505 Overbrook Dr.

City, State, Zip High Point, NC 27262

Employer Retired

Business Address _____

Phone: home 8858463 work _____ fax _____

Email rogerbess@northstate.net

Do you live inside the corporate limits of High Point? Yes If not, do you live within High Point's extraterritorial zoning jurisdiction? _____

Please list (in order of preference) the boards and commissions on which you would be willing to serve.

1. CAC
2. _____
3. _____

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application. Please feel free to attach a resume or biographical information.

Aspice of the Piedmont

Have you participated in the City Government 101 Course? No Year _____

Have you participated in Leadership High Point? No Year _____

----- RETURN TO: -----
City Clerk, City of High Point, P. O. Box 230, High Point, NC 27261 • 211 S. Hamilton Street
Phone: 336-883-3536 • Fax: 336-822-7067

Applications will be retained and active for a two-year period

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 507 Meredith Street (A, B, C)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 5-13-2010
Number of Violations: Major 5 Minor **
1) broken glass/ windows
2) holes in interior walls
3) windows not capable of opening or staying open
4) repair/replace water heater
5) no smoke detectors
similar code violations in each unit

HEARING RESULTS: 6-9-2010
The owner did not appear for the hearings for any of the three apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All units were occupied at the time of the initial inspection; however, only units A and B are still occupied. The utilities for each vacant unit have been placed on hold. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

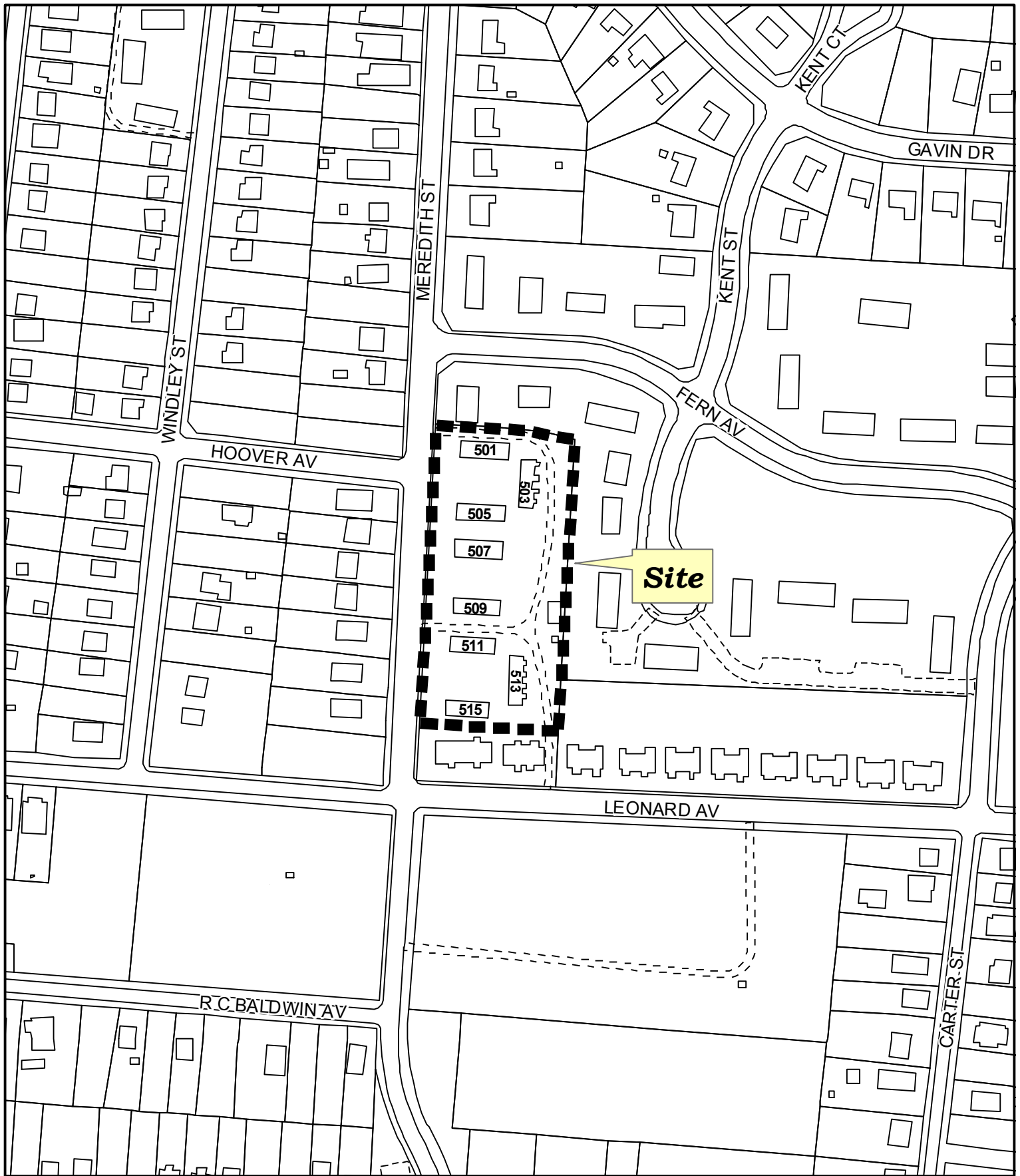
ORDER(S) ISSUED: 6-9-2010
Order to Repair

APPEALS: No appeals to date.

OWNER ACTIONS: There have been no repairs and no permits applied for.

EXTENSIONS: None

CURRENT STATUS:
Apartment A – Occupied by 2 adults
Apartment B – Occupied by one adult and 2 minors (ages 1 & 10)
Apartment C – Vacant and secure
Apartment D – Vacant and secure; Ordinance to Vacate 6-21-2010



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate







**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 401 Manor Drive

OWNER: Raymond W. Chambers

FIRST

INSPECTION:

5-07-2010

Number of Violations: Major 3 Minor 1

- 1) heating and air conditioning unit in disrepair
- 2) large hole in closet where duct work has been removed
- 3) water closet loose and leaking
- 4) paint is peeling throughout house and in kitchen cabinets

HEARING

RESULTS:

5-18-2010

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by one adult and three children ages 17, 12 and 15 at the time of the inspection and is still occupied. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S)

ISSUED:

5-18-2010

Order to Repair 5-18-2010 with a compliance date of 6-17-2010

APPEALS:

No appeals to date.

OWNER

ACTIONS:

The owner has not applied for a mechanical permit or made any repairs.

EXTENSIONS:

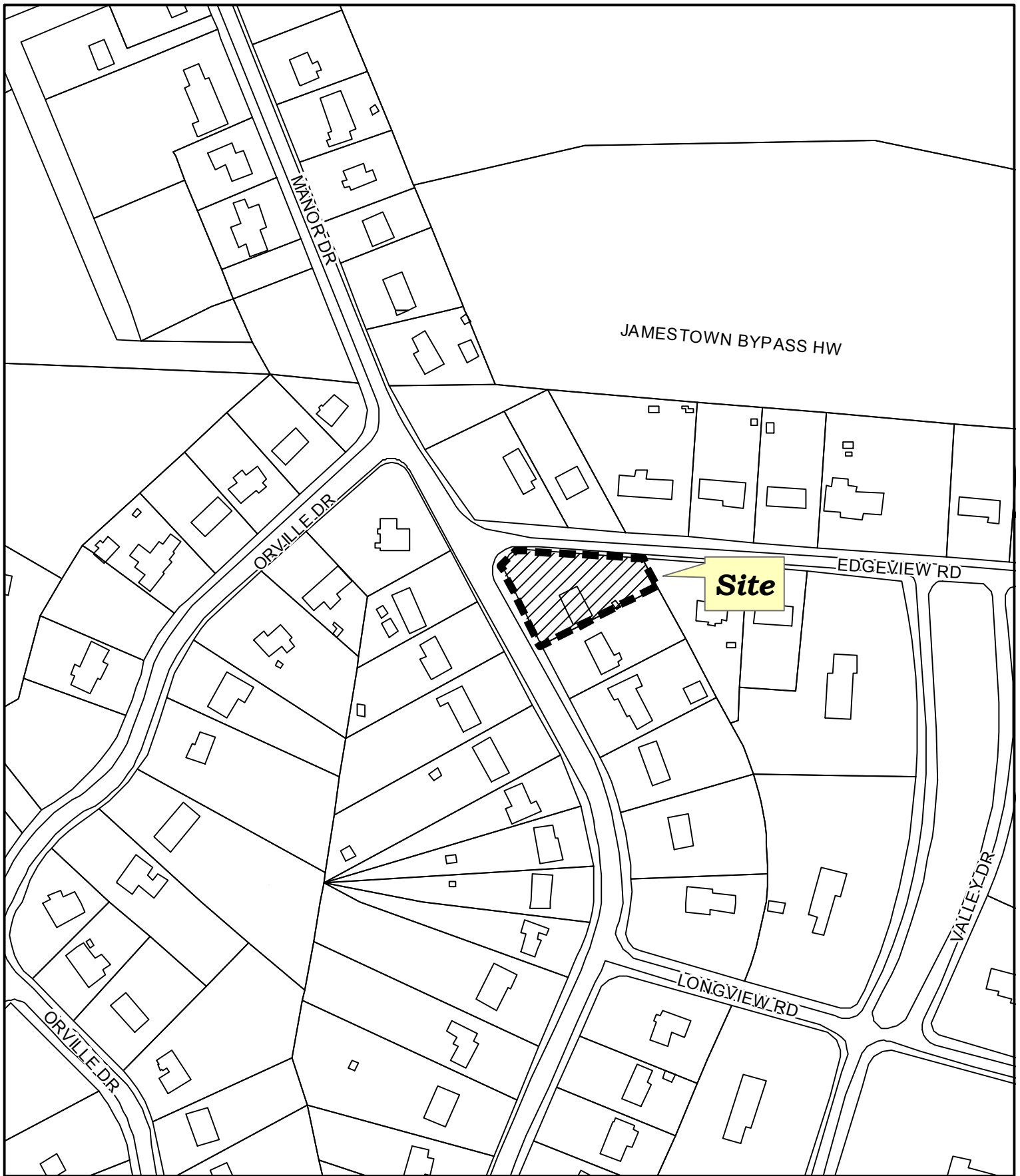
None requested by owner.

CURRENT

STATUS:

7-9-2010

Conditions still exist. Dwelling is occupied.



401 Manor Drive

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate



401 Manor Drive



July 13, 2010

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: TIP Project U-5169, US 311 & NC 68 Interchange Study

- Supplemental Agreement for Additional ARRA Funds
- Engineering Contract Approval for Environmental Study and Design Services

Summary

Over the past decade, congestion on the Eastchester Drive corridor has increased significantly. Since the opening of the US 311 Bypass from Eastchester Drive to I-85 Business/US 29-70 in 2004, traffic conditions on the segment near the US 311 interchange ramps and the intersection of Gordon Road/Cypress Court have gradually worsened, especially during peak periods and Furniture Markets. Recent roadway changes to provide an additional southbound left turn lane on Eastchester, coupled with ongoing signal timing and phasing adjustments, have helped some, but we expect operations to deteriorate further as traffic volumes increase when US 311 is opened beyond I-85 (later this year) and then to US 220/I-73 (in 2012).

In 2008 the High Point Department of Transportation (HPDOT) used an on-call consulting firm, HNTB North Carolina, to evaluate operations and develop long-range concept solutions to the congestion problem. Completed in March 2009, this study was used to secure Federal American Recovery and Investment Act (ARRA) funds for a full-scale environmental study, an interchange modification report (required by FHWA since US 311 will in the future be designated as I-74), and preliminary engineering for the project. HPDOT advertised a Request for Qualifications for this work, and received 16 proposals from interested engineering firms. Based on their response and familiarity with the project, HPDOT again selected HNTB for these services.

As staff from HNTB and HPDOT prepared the task list for the scope of work necessary to complete the project, it became apparent that the initial amount funded by ARRA (\$400,000) would not be sufficient to cover all project costs. I met with the NCDOT Division Engineer Mike Mills and successfully secured a pledge for an additional \$75,000. The Supplemental Agreement recommended for approval covers this funding increase, and also extends the project by one year, to April 1, 2012.



July 13, 2010

Recommendation

Moving forward with this project is essential to identifying, funding, and ultimately building improvements that will resolve the congestion problem at the US 311/NC 68 interchange. The Department of Transportation respectfully requests approval of a Professional Services contract with HNTB North Carolina, P.C., in the amount of \$431,901.27. Also recommended for approval is the Supplemental Agreement with NCDOT granting an additional \$75,000 in ARRA funds and a one year time extension to complete the necessary studies.

David Hyder and Greg Venable will be available at the City Council's Finance Committee meeting and regular session on Monday July 19 to address any questions on this matter. In the meantime, please advise if additional information is needed.

Attachments: (2) Original Contracts with HNTB North Carolina, P.C.
(2) Original Supplemental Agreements with NCDOT

c David Hyder, P.E.
Greg Venable
File

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 29, 2010, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Andrew Putnam.

High Point Bank & Trust Company

Zoning Case 10-08

Highway Business (HB) District

A request by High Point Bank & Trust Company to rezone approximately 1.10 acres from the Conditional Use Limited Business (CU-LB) District to a Highway Business (HB) District. The site is lying at the southeast corner of N. Main Street and E. Bellevue Drive (2926 & 2928 N. Main Street).

Mr. Shannon presented the request to the Commission and recommended approval of Zoning Case 10-08 as outlined in the staff report.

Speaking in favor of the request was the applicant's representative, Ms. Beth Koonce of 300 N. Main Street. Ms. Koonce stated that High Point Bank is leasing the property to a business owner that is selling outdoor storage buildings until such time that the property is sold. She advised that until the property is sold they want to ensure that the tenant's use of the property is in compliance with the zoning and believe that the requested HB District is appropriate for the two lots.

No one spoke in opposition.

The Planning & Zoning Commission recommended **approval** of Zoning Case 10-08 by a vote of 5-0.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ZONING CASE 10-08**

**July 12, 2010
(revised)**

Request	
Applicant: High Point Bank & Trust Company	Owner: High Point Bank & Trust Company
Zoning Proposal: To rezone a 1.10 acre parcel.	From: CU-LB Conditional Use Limited Business District
	To: HB Highway Business

Site Information	
Location:	Lying at the southeast corner of N. Main Street and E. Bellevue Drive (2926 & 2928 N. Main Street).
Tax Parcel Numbers:	0197343 and 0197344
Site Acreage:	Approximately 1.10 acres
Current Land Use:	An existing one story building and accessory storage building are located upon the site. The site is currently being used to sell & display portable storage buildings and there are approximately 10 – 15 portable storage buildings upon the site.
Physical Characteristics:	The site is relatively flat.
Water and Sewer Proximity:	There is an 8-inch City sewer line and an 8-inch City water line adjacent to the site along N. Main Street. Within the E. Bellevue right-of-way is an 8-inch City sewer line and a 6-inch City water line.
General Drainage and Watershed:	The site drains in a general east to west direction towards N. Main Street. Any land disturbance over one acre in area will require stormwater controls to be provided.
Overlay District(s):	None

Adjacent Property Zoning and Current Land Use		
North:	GB General Business District	Lawn equipment supply & sales. (across E. Bellevue Drive)
South:	HB Highway Business District	Automotive sales.
East:	CU LB Conditional Use Limited Business District RS-7 Single Family Residential-7 District	Undeveloped and single family detached home.
West:	HB Highway Business District	Church (across N. Main Street)

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives and Policies:	Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area.
Community Growth Vision Statement Goals and Objectives:	None.
Relevant Area Plan(s):	None.
Zoning History:	The zoning site and parcel to the rear were rezoned in 1990 from a single family residential zoning district to its current commercial district (Zoning Case 90-03). This zoning approval restricted development activity along the Old Winston Road frontage by requiring landscape buffer areas to protect the adjacent residential neighborhood and restricted access to N. Main Street. However, since adoption of the commercial zoning in 1990, there has been no redevelopment (new construction) upon the site to trigger to implementation of buffer and access restrictions of the conditional use permit.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	N. Main Street Bellevue Drive		Major Thoroughfare Collector Street	170 ft. 200 ft.
Vehicular Access:	Currently, this site will take access from the existing access points on N. Main Street and E. Bellevue Drive. If the existing use changes in the future the access points on N. Main Street and E. Bellevue Drive will be re-evaluated.			
Traffic Counts: (Average Daily Trips)	Intersection of N. Main Street and E. Bellevue Drive.		18,921 (2007, 12 hour intersection count)	
Estimated Trip Generation:	Based on the existing use, the total trips for this site are estimated to be less than 200 trips/day.			
Traffic Impact Analysis:	Required		Comment	
	☐ Yes	☐ No ☒ X		
Pedestrian Access:	As part of the Old Winston Road bond project improvements, sidewalks will be constructed on both sides of Old Winston Road as it is extended westward to intersect with N. Main Street.			

School District Comment
Not applicable to this zoning case.

Details of Proposal

The property owner, High Point Bank, has leased the site to a business desiring to conduct the outdoor sale of bulky items, in this case portable storage buildings. The property was leased without proper approvals as CU-LB District does not permit outdoor sales of bulky items. Therefore, the property owner is requesting rezoning to the HB District which will permit bulky item outdoor sales.

The site fronts N. Main Street which is an established commercial corridor within the City. Main Street (*northern and southern portions*) is almost entirely zoned for commercial uses; however, it is divided into various commercial zoning districts to reflect the unique character of specific segments of this 8 mile long commercial corridor. The segment of N. Main Street, from Hartley Drive northward to Bellevue Drive, contains larger scale commercial uses in the Shopping Center (SC) District and Highway Business (HB) District. The site is within that segment of N. Main Street zoned HB and the allowance of HB District uses within this area is in conformance with the City's Land Use Plan and the zoning pattern of this area. The allowance of HB District uses upon parcels fronting this segment of N. Main Street is not anticipated to negatively impact adjacent property owners.

It should be noted that High Point Bank also owns the CU-LB zoned property to the rear or east of the zoning site lying south of the intersection of E. Bellevue Drive and Old Winston Road. This parcel was a part of Zoning Case 90-03 for a CU-LB District which included the current zoning site (two parcels fronting along N. Main Street). This rear parcel was not included in this request due to concerns of compatibility with abutting single family residential uses along Old Winston Road. Staff is concerned with allowing HB District uses to extend back to Old Winston Road as it is still primarily a single family residential area. This rear parcel also has limited usability due to the proposed realignment of Old Winston Road and conditions within CUP90-03. Approximately 1/3 of the parcel has been acquired as right-of-way for the realignment as it is extended and curved westward to intersect with N. Main Street. In addition, CUP90-03 has conditions for a wider landscape buffer yard and higher planting rate along the Old Winston Road frontage of this rear parcel. Once building setback and buffering standards to the abutting single family dwelling are applied there is limited usable buildable area remaining. The applicant agreed to not include this rear parcel in this zoning request. The current CU-LB District will remain on this rear parcel until redevelopment of the front parcel occurs, making the overall land area a sufficient size to support new HB District uses.

Identified Issues

Major Issues:

❖ None.

Minor Issues:

❖ None.

Recommendation

Staff Recommends Approval

Staff recommends approval of the request to rezone this 1.10 acre site to a Highway Business (HB) District. The site is within an established commercial area and abuts similarly zoned commercial parcels. The requested HB District is in harmony with the adjacent N. Main Street properties and is consistent with the City's Land Use Plan.

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the staff's findings as written in this report, by adopting the staff's findings with additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with staff's findings, by adoption of its own statement.

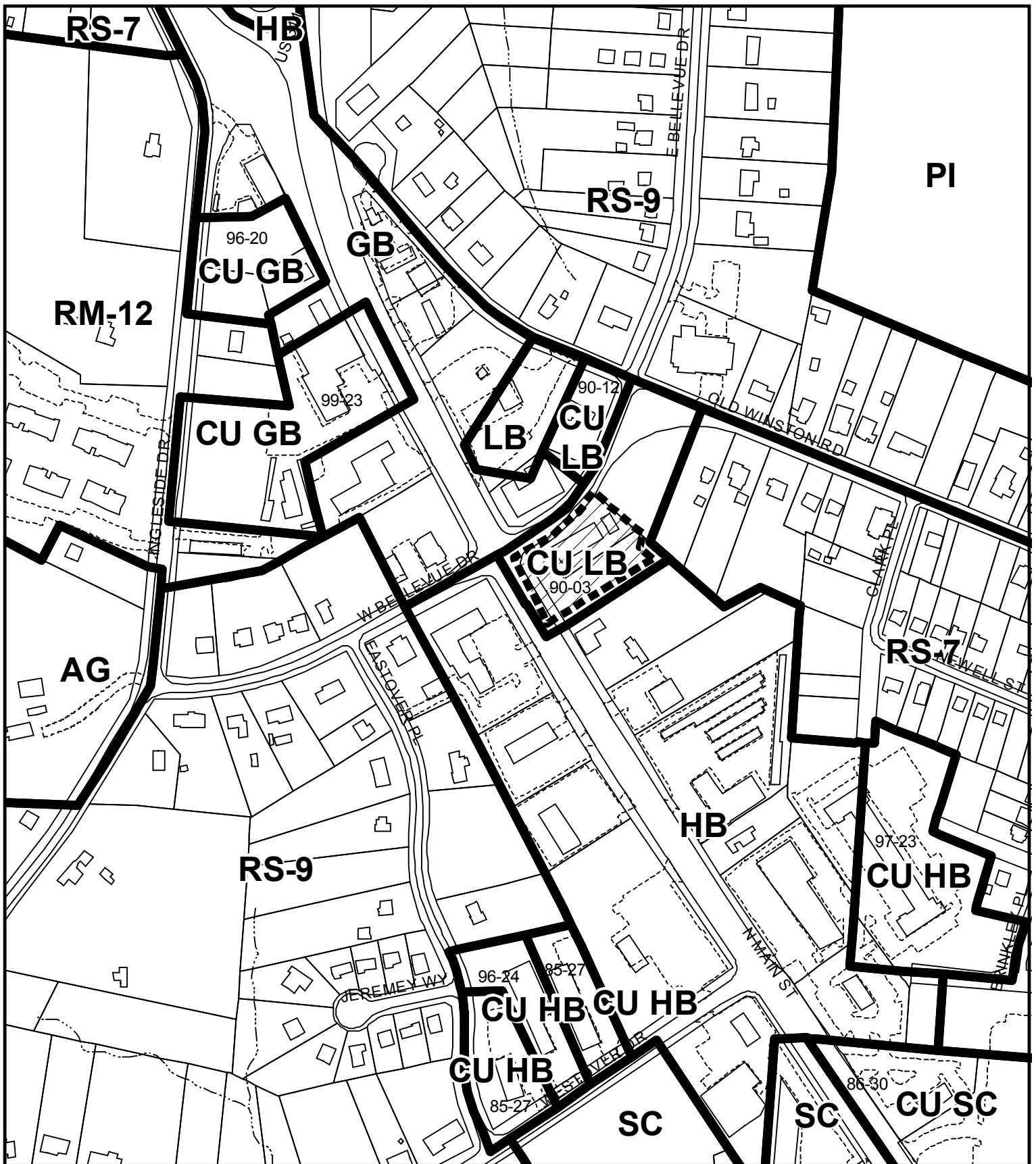
City Council:

Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan. This may be done by adopting the staff's findings as written in this report, by adopting the staff's findings with additions or changes as agreed upon by the Council, or, if the Council is in disagreement with staff's findings, by adoption of its own statement.

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The zoning request is consistent with the City's Land Use Plan, the area proposed for rezoning has a Community/Regional Commercial Land Use Map designation and the requested HB District is consistent with the land use plan, and 2) The site is within an established commercial corridor, there are HB zoned parcels along both sides of this segment of N. Main Street; thus, the request will not be introducing any new land uses in this area and will be in harmony with existing commercial development pattern in this area. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



REZONING CASE 10-08

**From: Condition Use Limited Business
To: Highway Business**

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

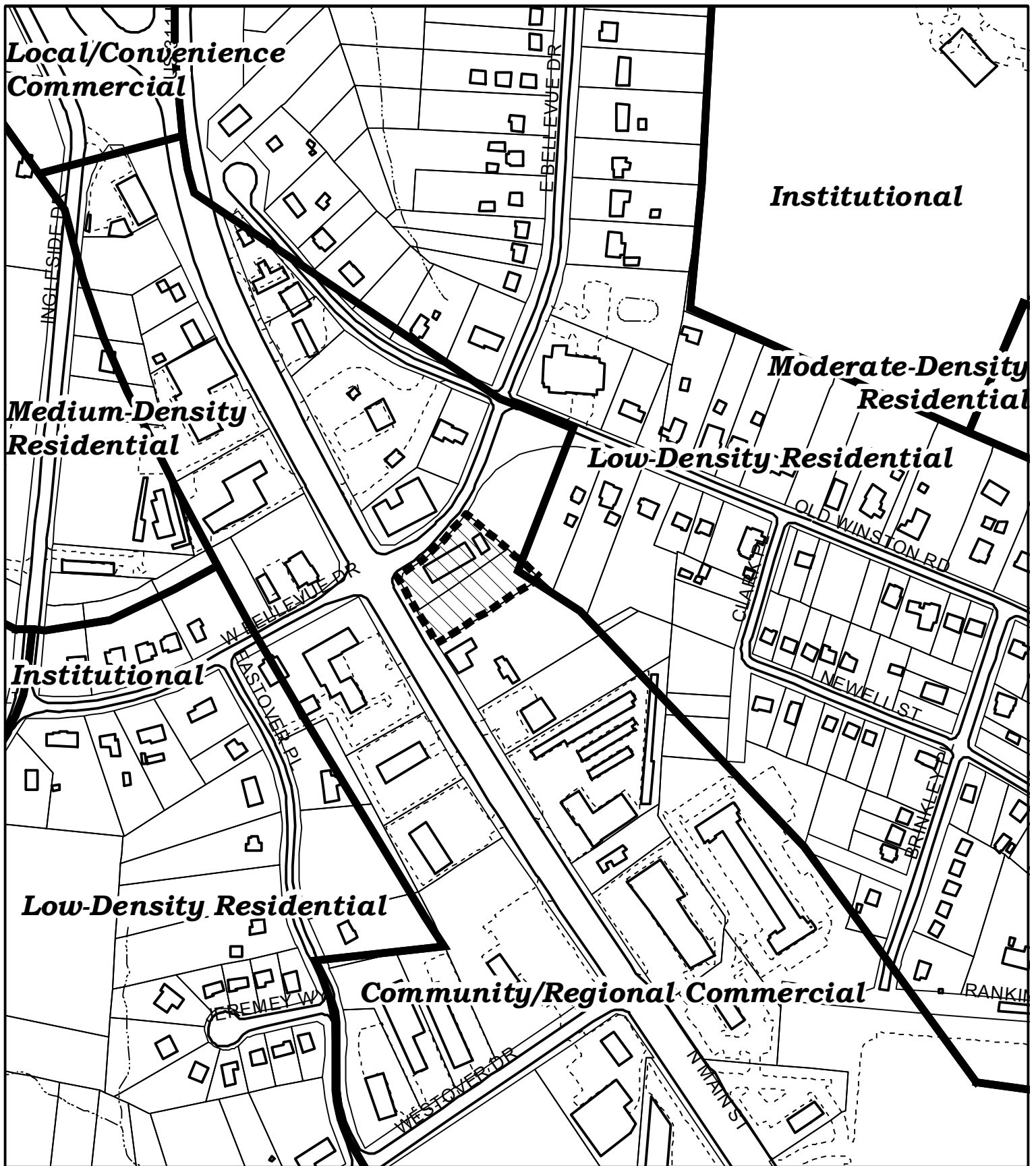
**Planning & Development
Department**

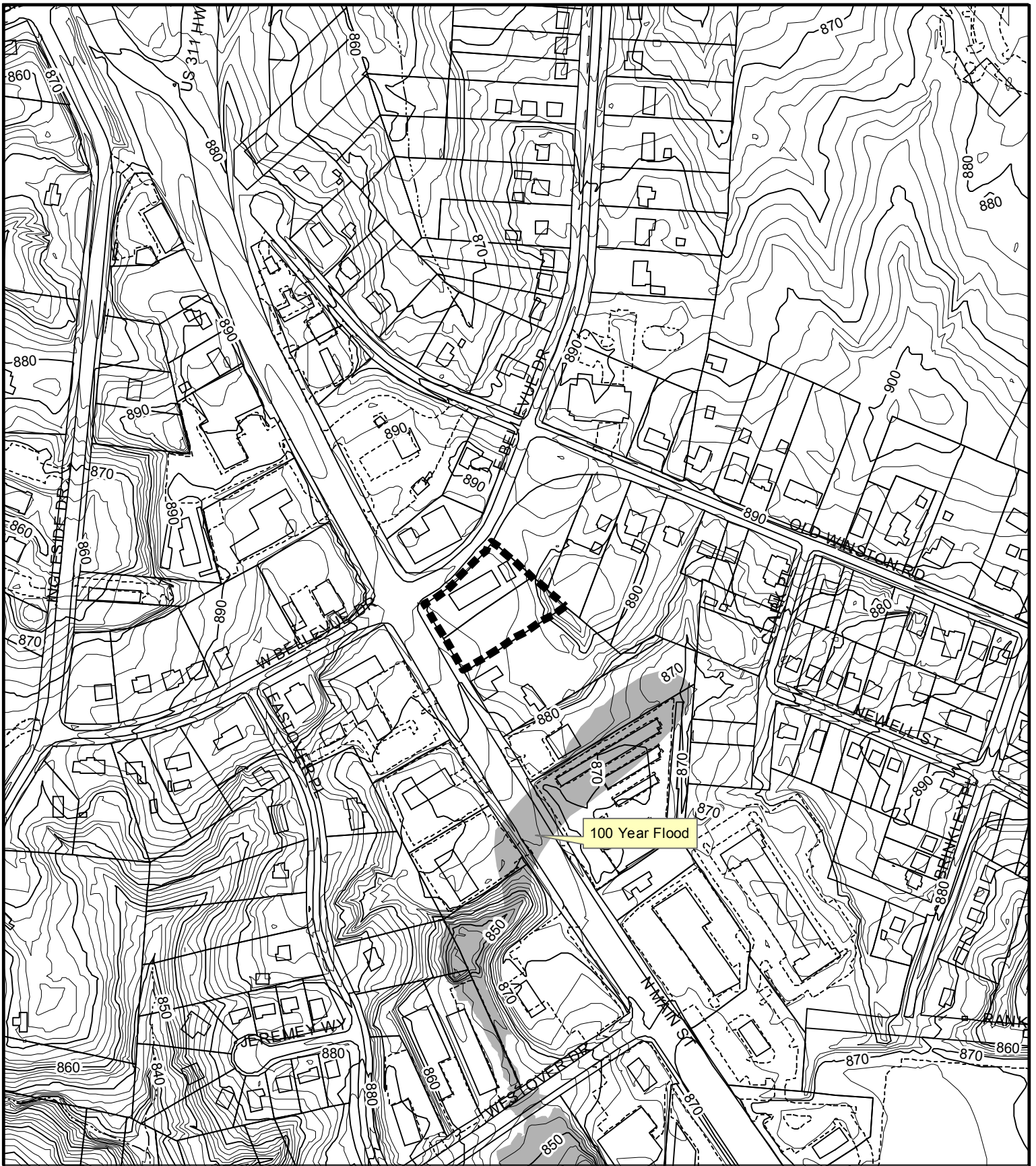
City of High Point

Date: June 11, 2010



Scale: 1"=300'
y:/ba-pz/2010/pz/z10-08.mxd





REZONING CASE 10-08

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: June 21, 2010



Scale: 1"=300'

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REZONING CASE 10-08



**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 515 Meredith Street (A, B, C, D)

OWNER: Schwarz Properties, LLC

FIRST INSPECTION: 5-11-2010

Number of Violations: Major 7 Minor __

- 1) holes in interior walls
- 2) windows are not operable
- 3) no approved heat source
- 4) missing water heater
- 5) damaged floor and subfloors – kitchens and bathrooms
- 6) no smoke detectors
- 7) windows screens permanently fixed to sash

****similar code violations in each unit****

HEARING RESULTS: 6-3-2010

The owner did not appear for the hearings for any of the four apartments. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. All four units were occupied at the time of the initial inspection. All four units are still occupied. The ordinance is requested to allow the inspector to close and placard the dwelling as required by state statute.

ORDER(S) ISSUED: 6-3-2010

Order to Repair

APPEALS:

No appeals to date.

OWNER ACTIONS:

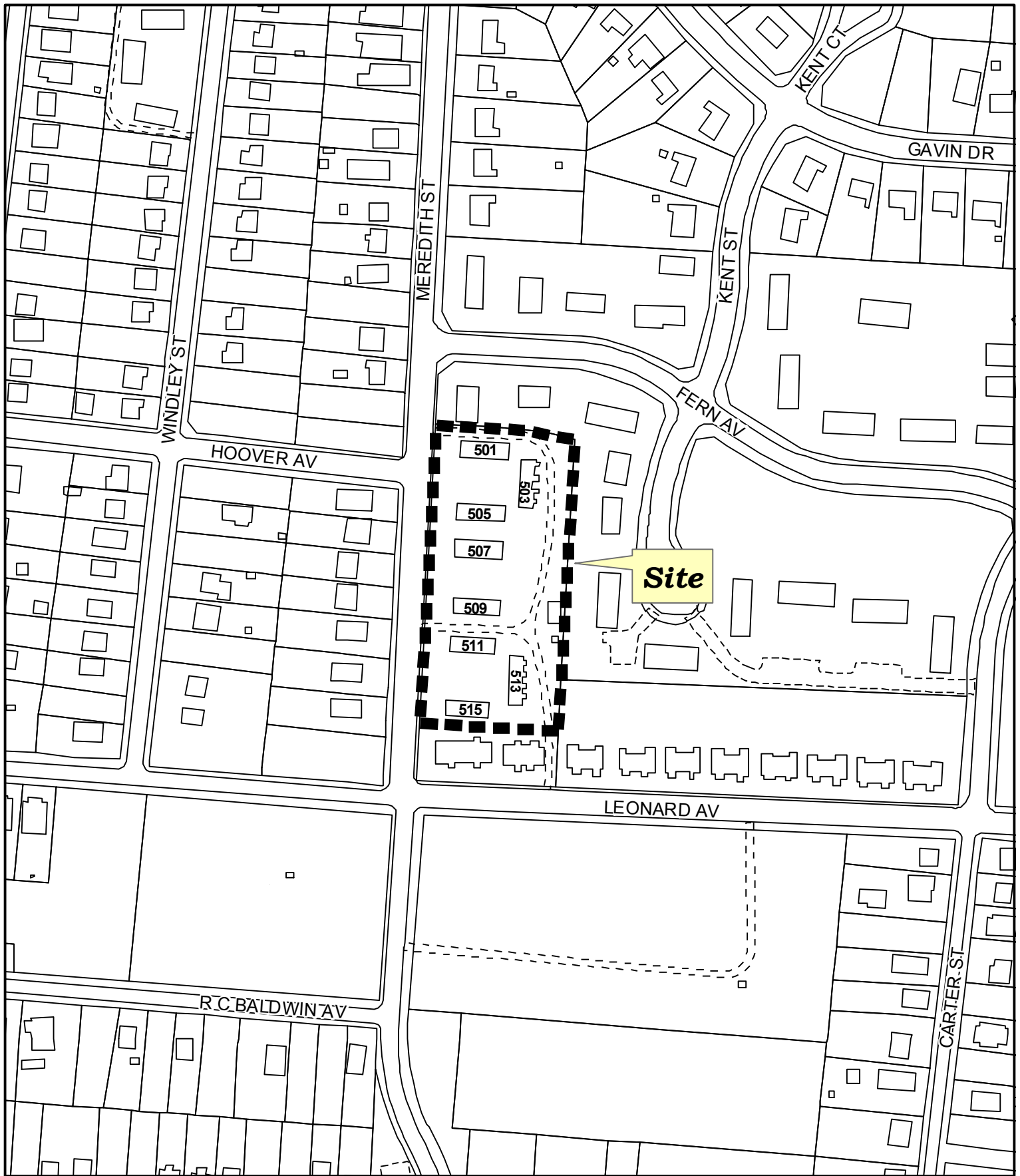
There have been no repairs and no permits applied for.

EXTENSIONS:

None

CURRENT STATUS:

Apartment A – Occupied by 2 adults
Apartment B – Occupied by 2 adults and 2 minors
Apartment C – Occupied by 2 adults
Apartment D – Occupied by 2 adults



501 - 515 Meredith Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: July 12, 2010



Scale: 1"=200'
y/ba-pz/inspection/vacate





