



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

Wesley Hudson, Mayor Pro Tem (Alternate)

Thursday, July 13, 2023

4:00 PM

3rd Floor Conference Room

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

[2023-305](#)

Consideration of Change Order No. 8 for the Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project to Garney Companies Inc. City Council is requested to approve Change Order No. 8 to Garney Companies Inc. for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project in the amount of \$577,707.54 and a 60-day extension to the contract end date.

Attachments: [Change Order No. 8 - Richland Creek Aerial Outfall](#)

[2023-306](#)

Consideration of a Sole Source Contract to Serpentix Conveyor Corporation in the amount of \$115,114.06
City Council is requested to award a sole source contract to Serpentix Conveyor Corporation in the amount of \$145,114.06 to perform the rebuild of the solids conveyor at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Sole Source Contract - Serpentix Conveyor Corporation](#)

[2023-307](#)

Consideration of a Contract to The Harper Corporation in the amount of \$164,235.72
City Council is requested to award a contract to the Harper Corporation in the amount of \$164,235.72 to perform installation of tube settlers that were pre-purchased for the Super Pulsator at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract - The Harper Corporation Tube Settler Installation- WardTP](#)

[2023-309](#) Consideration of a Contract to Triangle Grading & Paving, Inc. in the amount \$4,869,301.40
City Council is requested to award a contract to Triangle Grading & Paving, Inc. in the amount of \$4,869,301.40 for the Kersey Valley Road Realignment Project to allow for future expansion of the City's Kersey Valley Landfill and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract - Triangle Grading & Paving, Inc.](#)

[2023-308](#) Consideration of an On-Call Master Agreement with WithersRavenel Services in the amount of \$340,000
City Council is requested to approve an On-Call Master Agreement with WithersRavenel Services for construction inspections and contract management services for the Kersey Valley Road Realignment Project and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Master Agreement - WithersRavenel](#)

[2023-310](#) Consideration of a Contract to Holden Building Company in the amount not to exceed \$139,811.
City Council is requested to award a contract to Holden Building Company in the amount not to exceed \$139,811 for exterior siding replacement for the Material Recycling Facility (MRF) and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract - Holden Building Company](#)

[2023-314](#) Consideration of a Sole Source Contract with 5S Technologies in the amount of \$85,920
City Council is requested to award a Sole Source contract to 5S Technologies for renewal of licenses of Threthlocker (IT Secure) in the amount of \$85,920 to provide advanced threat prevention and application whitelisting capabilities, and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Sole Source Contract 5S Technologies](#)

[2023-317](#) Consideration of a Contract with 5S Technologies in the amount of \$562,832.39
City Council is requested to award a contract to 5S Technologies in the amount of \$562,832.39 for upgrades to existing wireless equipment at City facilities and downtown area to Wifi 6 and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract 5S Technologies Wifi 6 Project](#)

[2023-318](#) Consideration of a Purchase of an Electric Digger Derrick Truck from Terex Utilities in the amount of \$437,503
City Council is requested to approve a purchase of a new Freightliner truck with a Terex Commander 5048 Digger Derrick body from Terex Utilities Inc. in the amount of \$437,503 and declare the old truck as

surplus and dispose through the online auction process.

Attachments: [Terex Utilities Inc. - Electric Digger Derrick Truck](#)

[2023-319](#)

Consideration of a Purchase of an Asphalt Patcher Truck from Infrastructure Solutions Group in the amount of \$297,406
City Council is requested to approve a purchase of a 2023 Freightliner M2 106 Asphalt Patcher Truck from Infrastructure Solutions Group in the amount of \$297,406 and declare the old truck as surplus and dispose through the online auction process.

Attachments: [Infrastructure Solutions Group - Asphalt Patcher Truck](#)

[2023-320](#)

Consideration of a Purchase of a VacAll Truck from Rodders & Jets Supply Company in the amount of \$549,829.70
City Council is requested to approve the purchase of one (1) Freightliner 114SD/SFA VacAll Truck from Rodder & Jets Supply Company in the amount of \$549,829.70 and declare the old truck as surplus and dispose through the online auction process.

Attachments: [Rodder & Jets Supply Company - VaCall Truck](#)

[2023-321](#)

Consideration of a Purchase of a John Deere 410P Backhoe from James River Equipment in the amount of \$169,904.60
City Council is requested to approve the purchase of one (1) John Deere 410P Backhoe from James River Equipment in the amount of \$169,904.60 and declare the old backhoe as surplus and dispose through the online auction process.

Attachments: [James River Equipment - John Deer Backhoe](#)

[2023-322](#)

Consideration of a Sole Source Contract to TransTrack Solutions Group in the amount of \$288,259.
City Council is requested to approve a sole source five-year contract to TransTrack Solutions Group in the amount of \$288,259 for software that allows the transit system to consolidate data from multiple sources to allow more efficient and effective management of resources and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [TransTrack Solutions Group - Transit System Software](#)

[2023-323](#)

Consideration of a Resolution Authorizing City of High Point to enter into an agreement with the North Carolina Department of Transportation regarding the Section 5303 Planning Grant
City Council is requested to adopt a resolution from the North Carolina Department of Transportation to enter into an agreement regarding the Section 5303 Planning Grant and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [NCDOT Section 5303 Grant Agreement](#)

[2023-324](#)

Consideration of a Sole Source Contract with Minsait ACS in the amount of \$118,133 for SCADA System Upgrades

City Council is requested to award a Sole Source Contract with Minsait ACS in the amount of \$118,133 for upgrades to the Supervisory Control and Data Acquisition (SCADA) systems which are used for controlling, monitoring, and analyzing industrial devices and processes within the Electric Grid and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Minsait ACS - Sole Source SCADA Upgrade](#)

2023-325

Consideration of a Contract to Burford's Con. LLC in the estimated amount of \$1,100,00 for Tree Trimming Services - (Secondary Provider) City Council is requested to award a contract to Buford's Con. LLC in the estimated amount of \$1,100,00 for Tree Trimming Services (Secondary Provider) and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Burford's Con. LLC - Tree Trimming Services - Secondary Provider](#)

2023-327

Consideration of a Community Project Funding Grant Agreement - Homeless Day Center and Shelter

City Council is requested to accept the Community Project Funding Grant in the amount of \$3,000,000 to assist in the construction and development of a Homeless Day Center and Shelter, approve the Budget Ordinance to appropriate the funds, and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Community Project Funding Grant Agreement - Homeless Day Center and Shelter](#)

2023-328

Consideration of a Resolution Ratifying and Authorizing the Execution of a Contract with Guilford County Board of Education for the School Safety Resource Officer Program

City Council is requested to approve a resolution ratifying and authorizing the execution of a contract with Guilford County Board of Education for eight School Resource Officers and One Supervisor.

Attachments: [Guilford County Board of Education School Resource Officers](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Tree Trimming Services – Secondary Provider
RFP # 45-060823

From: Tyler Berrier, PE; Electric Utilities Dir.

Meeting Date: July 17, 2023
Date Opened: June 8, 2023

Public Hearing: N/A

Advertised By: Purchasing

Attachments: Recommendation Form
RFP Tree Trimming Services – Secondary Provider
RFP Eval Scores
Summary Letter
Transmittal letter

PURPOSE: The Electric Utilities Department is responsible for trimming trees on over 400 miles of overhead transmission and distribution lines. This bid was for a secondary tree trimming services contractor to assist the Electric Utilities Department with tree trimming.

BACKGROUND: Outages caused by trees are consistently ranked as one of the top causes of outages each year. The Electric Utilities Department has a routine tree trimming program in place to reduce tree related outages. Staffing issues with the primary tree trimming services contractor is reducing the number of trees being trimmed. A secondary tree trimming services contractor allows the Department to supplement any tree trimming work should the primary contractor be unable fulfill its staffing needs.

BUDGET IMPACT: Funds are included in the Capital Budget to cover this service. We estimate that these services at \$1,100,000.

RECOMMENDATION / ACTION REQUESTED: City Staff has reviewed the RFP submittal and evaluated the information provided and is recommending that the bid for the Tree Trimming services (secondary provider) be awarded to Burford's Con. LLC. This provider was the chosen vendor given the evaluation criteria.



June 5th, 2023

City of High Point, North Carolina
Attention: Candy Harmon
Purchasing Division
816 East Green Drive
High Point, NC 27260

Re: Tree Trimming Services – Secondary Provider

To Whom It May Concern,

The purpose of this transmittal letter is to cover the requirements set forth in the Tree Trimming Services – Secondary Provider Requests for Proposals Section B.1.

Please see the requested information below:

Legal Name and Headquarter Address

Burford's Construction, LLC
11519 Stemley Road
Lincoln, AL 35096

Local Office

100 Pike Way
Mount Airy, NC 27030

Authorized Representative

Coates Covington
Executive Vice President

Sincerely,

Coates Covington
Executive Vice President



June 5th, 2023

City of High Point, North Carolina
Attention: Candy Harmon
Purchasing Division
816 East Green Drive
High Point, NC 27260

Re: Tree Trimming Services – Secondary Provider

To Whom It May Concern,

The purpose of this letter is to outline the executive summary, organization and staffing, statement of work, qualifications and experience, and conflict of interest requirements set forth in the Tree Trimming Services – Secondary Provider Request for Proposal document section B.2, B.3, B.4, B.5, and B.6.

Please see the requested information below:

Executive Summary

For the last several months, Burford's Construction has provided Vegetation Management services to the City of High Point. As outlined in section G of the Request for Proposal Document, Burford's Construction understands this proposal includes all labor, material, supervision, and equipment to perform tree trimming services.

We also understand that in performing this work we will comply with all local, state and federal requirements including permitting, licensing, and safety rules and procedures in performing this work.

Our services will remain timely and reliable with a designated representative on-site for the duration of the work.

Burford's Construction is uniquely able to provide these services with a large presence to tree trimming resources geographically attractive to the City of High Point. For instance, we have recently been able to add climbing resources in addition to the standard bucket crew on a flexible basis. Secondly, Burford's Construction has a large fleet of both conventional and mechanized vegetation equipment in close proximity as well.

Organization and Staffing

Burford's Construction currently has a fully staffed aerial lift crew on property performing work and, as mentioned previously, a climbing crew that has completed work over the past several weeks.

Should additional resources be needed, Burford's has a strong resource pool in the state of North Carolina to quickly add any resource need with qualified, competent performers.



Below is a list of key leadership team:

Senior Leadership

Will Burford

President

Will has spent the last 15 years in the utility vegetation management industry. Starting in 2006, Will joined his father's family business (Burford's Tree) as Vice President and Shareholder. As such, Will's responsibility was to oversee daily operations including safety, environmental stewardship, budgets, schedules, and resource allocations. Will served in this role until leaving Burford's Tree to found Burford's Construction in 2018 where he serves as President. Will remains engaged in all facets of the business. Throughout his career will has managed hundreds of employees to safely execute ROW maintenance, reclamation, and initial clearing throughout the country.

Coates Covington

Executive Vice President

Coates has spent the last 12 years solely focused on the utility vegetation management industry. Starting in 2011 at Burford's Tree, Coates began his career in the field overseeing projects to their successful completion. As his career progressed, Coates served in many roles including Fleet Management, Regional Management, and Operations Coordination. Joining Burford's Construction in 2018, Coates currently serves as the companies Vice President overseeing all aspects of the operations driving safety, efficiency, and stewardship in everything we do.

Ryan Abernathy

Director of Safety, Human Resources, and Compliance

Ryan joined Burford's Construction in 2019 after having overseen some of the largest contracts ever issued by the Federal government for safety and compliance. Upon that foundation, Ryan serves to oversee the company's safety program taking it beyond just compliance to exceed industry safety standards. Ryan guides the field safety professionals in facilitating the necessary coaching, training, and mentoring all while assuring that our work force works safely every day.

Carson Yates

Director of Project Management

Carson brings a unique set of skills to the table with a background/degree in accounting along with over 15 years of contracting experience. With his skill set he can marry project management needs of budgeting and scheduling to maintain project milestones. Carson focuses on project/contract tracking to ensure that resources maintain planned targets and communicating any necessary updates to both utility customers and within the Burford's Construction team.

Regional Leadership



Chris Kanute

Regional Manager (Carolinas)

Chris has spent his entire career embedded within our industry. At the start of his career, Chris travelled throughout the United States completing numerous programs and projects within the vegetation management space. Since 2018, Chris has served as the Regional Manager overseeing all daily operations in the Carolinas. His responsibilities include, but are not limited to, providing leadership in safety, top tier customer service (internal and external), and tracking productivity to meet schedule and financial goals in each local territory.

Regional Safety Leadership

Michael Bundy

Regional Safety Supervisor (Carolinas)

Mike has dedicated his time in the vegetation management industry to safety. Having previously served as a safety supervisor for another contractor, Mike joined Burford's Construction in 2021 to serve as the Regional Safety Supervisor. As one of the key driving forces in our work group, Mike focuses solely on safety. His responsibilities include formal classroom training, on the job training, coaching, and mentoring, and innovation in the realm of safety.

Regional Supervisory Leadership

Ambrosio "Bo" Santos

Supervisor (Carolinas)

Bo has over 20 years of industry experience starting as a groundman and working his way to a supervisor. In this role, Bo mentors the General Foreman to constantly exceed their own standards by continued coaching. Having come up thru the ranks, Bo has a keen eye for taking care of the small details and leads with his plan, do, check, and adjust mentality.

Statement of Work

Burford's Construction performs vegetation management services in over 15 states throughout the Southeast, Mid-Atlantic, Midwestern, and Western United States. Our customers include large utility companies such as Duke Energy (enterprise wide), Florida Power and Light, American Electric Power, Oncor, and many more.

With this vast experience, Burford's Construction understands the requirements needed to successfully complete a vegetation management program.

Qualifications and Experience

In a typical year, the Burford's Construction team completes vegetation management for over 5,000 miles of transmission and distribution ROW, initial ROW clearing of over 150 miles, and the removal of over 5,000 danger trees.

Please also see attached for references requested.



Conflict of Interest

No conflicts exist for the submittal of this proposal.

We sincerely appreciate the opportunity to be a continued contract partner with the City of High Point. We have enjoyed providing our services to date and would like to expand those service offerings in a continued partnership.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, consisting of a series of fluid, connected strokes that form a stylized representation of the name Coates Covington.

Coates Covington
Executive Vice President



REQUEST FOR PROPOSALS

Tree Trimming Services-Secondary Provider

May 5, 2023

Due Date: Thursday, June 8, 2023
and time: 2:00 PM (ET)

RFP Number: 45-060823

Mailing Address: P O Box 230
High Point NC 27261

Delivery Address: 816 East Green Drive
Purchasing Division
High Point, NC 27260

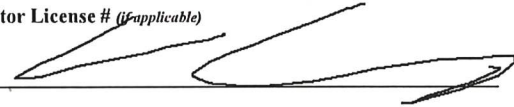
Purchasing Contact: Candy Harmon
E-mail: candy.harmon@highpointnc.gov
Phone: 336-883-3222
Fax: 336-883-3248

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THE PROCUREMENT, PLEASE CONTACT PURCHASING
AS SOON AS POSSIBLE

VENDOR NAME: Burford's Construction, LLC
(Please include this cover page in your Proposal.)

Bidder Information Form

“This contract will be considered invalid if this page is not completed in full”

Burford's Construction, LLC		
Vendor Name (include d/b/a information if applicable)		
Entity Formation (check applicable): ☐ Corporation ☒ Limited Liability Company ☐ Partnership ☐ Sole ☐ Proprietorship ☐ Limited Company ☐ Limited Partnership		
Ownership Category (check applicable): ☒ Non-Minority ☐ African American ☐ Hispanic ☐ Asian/American ☐ Socially & Economically Disadvantaged ☐ White Female		
11519 Stemley Road		
Street Address		
Lincoln, AL 35096	coates@burfordsco.com	P.O. Box 205-710-3506
City, State & Zip 47-3137926	Email Address Not applicable	Telephone Number
Federal Tax ID #/Social Security # Coates Covington - Executive Vice President		General Contractor License # (if applicable) 
Print Name & Title of Person Signing on Behalf of Vendor		Vendor's Authorized Signature
* By signing above the vendor acknowledges that terms and conditions associated with this bid have been read and accepted. * Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it WILL BE REJECTED.....Late bids will NOT be accepted. <i>Iran Divestment Act – All persons, groups, business entities, and government organizations conducting business with the City of High Point acknowledge and affirm that they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147 Article 6E, Iran Divestment Act Certification.</i>		

Offer valid for 60 days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales **taxes shall not be included** in the bid prices. Sales tax shall be added to vendor's invoice and will be paid to vendor at time of invoice payment.
- Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261), 816 East Green Drive, High Point, NC 27260

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS TREE TRIMMING SERVICES-SECONDARY PROVIDER RFP 45-060823

The City of High Point is seeking proposals to partner with a qualified Contractor to conduct a Minority/Women/Disadvantaged Business Enterprises (M/W/DBE) Disparity Study for the City of High Point. The Services are to include any and all services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Contractor.

Sealed proposals will be received until **2:00PM, Thursday, June 8, 2023**, in the Purchasing Division, 816 East Green Drive, High Point, NC 27260. Proposals are to be labeled **"RFP # 45-060823, Tree Trimming Services-Secondary Provider"**. Proposers may mail their proposals as follows:

City of High Point
RFP # 45-060823
Tree Trimming Services-Secondary Provider
816 East Green Drive
PO Box 230
High Point, NC 27261

An electronic copy of the Request for Proposal may be obtained from the City of High Point located under Bid Opportunities at <https://www.highpointnc.gov/Bids.aspx>. Proposers can download a copy of the solicitation and all addenda.

Questions pertaining to this RFP are due in writing via e-mail by Tuesday, May 16, 2023, at 2:00PM to candy.harmon@highpointnc.gov.

The awarded vendor(s) must register with the City of High Point using the City's on-line vendor registration process at <https://www.highpointnc.gov/egov/vendor/>. The City reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the City.

The successful proposer shall be required to comply with all applicable equal employment opportunity laws and regulations, and all other applicable governmental laws and regulations as set forth by the City of High Point and the State of North Carolina.

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, call 336-883-3298, TDD # 336-883-8517, or the North Carolina Relay System (TDD #1-800-735-2962).

In accordance with the Federal "Americans with Disabilities Act" (the Act), the City of High Point will not discriminate against individuals with disabilities and will not do business with vendors who discriminate against such individuals in violation of the Act. "Equal Opportunity Employer, Male/Female/Handicap"

A. GENERAL INFORMATION

1. INTRODUCTION & SCOPE OF SERVICES:

As a service provider of tree trimming services, you are invited to respond to this request for bids.

The City of High Point is currently utilizing a primary tree trimming service through ElectriCities of North Carolina; however, the city is requesting services for a secondary tree trimming service vendor. This bid will be provided directly to the City of High Point Purchasing Division.

The Service Provider selected will be required to sign a services agreement including the terms provided by the City of High Point Master Services Agreement.

2. PROPOSAL SCHEDULE

This is to provide interested contractors with information about the schedule anticipated by the City. This is an estimate only and may change.

RFP Issue Date	May 5, 2023
Questions Due to Purchasing	May 16, Prior to 2:00PM
Responses Provided	May 18, 2023 by 2:00PM
RFP Due Date	June 8, 2023, 2:00PM
Contract Begins	July 1, 2023, or ASAP once contract is executed

3. PROPOSAL QUESTIONS:

Questions concerning this RFP must be sent to Candy Harmon, Purchasing Manager no later than **2:00 PM, on Tuesday, May 16, 2023**. Questions must be submitted via email to candy.harmon@highpointnc.gov **Replies will be posted by Thursday May 18, 2023, by 2:00 PM.**

4. PROPOSAL DUE DATE:

Sealed proposals shall be received electronically, mailed or hand delivered no later than **2:00 PM Eastern Standard Time, on Thursday, June 8, 2023**. There will not be a public bid opening.

5. CONTRACT TERMS:

The contract will be awarded for a three (3) year period beginning July 1, 2023, and ending June 30, 2026, with the option to renew for two additional one (1) year periods if terms and pricing are agreeable to both parties. Notwithstanding anything to the contrary herein, Burford's Construction, LLC's ("Proposer") proposal is conditioned on Proposer and the City reaching mutually acceptable terms and conditions.

6. PRICING:

Provide pricing at a daily rate based on an eight-(8) hour workday. Overtime costs should be reflected on an hourly basis as a separate cost listing. The Service Provider shall be responsible and pay any and all taxes related to the services and any products provided in connection therein. Any mileage costs should not exceed the current federally approved rate per mile. Provide pricing on Attachment A, Rates Charges and Expenses. Prices must be firm for one year from the date of your bid pricing.

Expenses. Prices must be firm for one year from the date of your bid pricing.

7. LATE BIDS:

Any bid proposal received after the proposal due date and time shall not be considered and will be returned unopened.

8. COMPETITIVE SELECTION:

The successful Proposer will be selected on a fair and rational basis, and the evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful bidder. Award of a contract may be made without discussion with the Proposers after responses are received. Proposals should, therefore, be submitted on the favorable terms. The City reserves the right to void the contract if the successful Proposer has not performed within the date specified by the Proposers response.

9. SALES TAX:

Sales Tax shall not be included in any proposed prices. The City of High Point is not tax exempt and will pay sales tax where applicable. Sales tax shall be invoiced as a separate item.

10. MWBE:

Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, handicapped or disadvantaged persons.

11. CONTRACTS:

It is recognized that the formal basis of any agreement between vendor and user will be a contract to be negotiated between parties rather than a proposal. In submitting proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. Vendors must also be prepared to meet the City's insurance requirements at the time the contract is awarded. Contractor shall be required to sign a City of High Point contract, a sample of which is included in this RFP.

12. REJECTION OF PROPOSAL:

The City of High Point reserves the right to reject any and all Proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

13. INSURANCE:

The Contractor shall purchase and maintain during the life of this contract comprehensive general liability and other insurance as is appropriate for the work being performed as outlined in the sample contract which is attached for your reference. **A Certificate of Insurance will be required at the time of executing the final contract.**

14. PAYMENT:

A contract that includes a payment schedule based on tasks, timetables and percentages of completed work will be developed prior to work commencing with the awarded.

15. E-Verify Requirements Apply to Public Contracts:

Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements. We have provided the affidavit which will be included in the bid documents.

16. SUBMITTAL REQUIREMENTS:

If your firm would like to be considered for providing the required services, please email a copy to: candy.harmon@highpointnc.gov or submit one (1) bound original and one (1) USB flash drive proposal to:

<u>Mailed</u>	<u>Hand-Delivered</u>
City of High Point Attn: Purchasing Division Candy Harmon, Purchasing Manager PO Box 230 High Point, NC 27261	City of High Point Attn: Purchasing Division Candy Harmon, Purchasing Manager 816 East Green Drive High Point, NC 27261

17. SUBMITTAL PACKAGE CONTENT AND FORMAT:

Hard copy Proposals should be prepared on two-sided 8-1/2 x 11 paper using minimum 10-point font, placed in a manila envelope with the words, "**Tree Trimming Services-Secondary Provider, RFP # 45-060823**" clearly visible. The City will not consider proposals that do not arrive prior to the proposal deadline.

B. QUALIFICATIONS AND SUBMISSION REQUIREMENTS

Please respond to the following questions in the same sequence as they are listed:

1. Letter of Transmittal

The proposal shall include a cover letter of transmittal attesting to its accuracy. Identify the legal entity that would enter into the contract with the City which will include the following:

- ✓ Full legal name of vendor
- ✓ Address of company headquarters
- ✓ Address of local office (an office in the High Point metro area; if not in High Point, what is the nearest office location?)
- ✓ Name and title of the person authorized to enter into a contract.

2. Executive Summary

Provide a brief summary of the Proposer's understanding of the Scope of Services presented in this RFP and emphasize any unique aspects or strengths of the Proposal.

3. Organization and Staffing

Provide a list identifying the number of personnel and identifying key members, qualifications, etc. available to respond in the event the proposed contract is activated, including subcontractors who would be assigned to this project. For proposed subcontractors, please provide the name of each vendor, the office location, contact name and telephone number, and the services to be provided.

4. Statement of Work

The proposer shall submit a Statement of Work to demonstrate competency in performing services as defined in the Solicitation. Include detailed description of the services to be completed along with sufficient information for the City to determine if the proposer meets each requirement.

5. Qualifications and Experience

The Proposer should describe its track record in performing services comparable to those specified in the RFP and other information relevant to making a determination as to the ability of the Proposer to perform these services. List at least three (3) references for contracts in the past five (5) years similar to the scope and size of the project specified herein. Please list North Carolina local government clients.

6. Conflict of Interest

State any conflicts of interest vendor or any key individual may have with this service.

C. SELECTION PROCESS:

The City will conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFP. The City will appoint a selection committee to perform the evaluation. Interviews with vendors are not anticipated but may be held at the option of the selection committee. The City reserves the right to obtain clarification of any point in a vendor's/team's Proposal Package or to obtain additional information. All vendors/teams who submit Proposal Packages will be notified of the selection committee's choice. Final approval of any selected vendor/team is subject to the action of City Council or appropriate City officials.

D. EVALUATION CRITERIA:

Proposals shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

All proposals must be received by the City of High Point not later than the date and time specified on the cover sheet of this RFP.

At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether the offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Awarding a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the City of High Point.

In addition to any other evaluation criteria identified in the solicitation document, the City will consider the following factors to ensure that any award will be in the best interest of the City of High Point:

Evaluation Criteria	Percentage
Experience in providing this type of service for this size contract.	40%
Demonstrated ability to meet commitments requested in the RFP	10%
Qualifications of staff to be assigned to this project	10%
Specific plans and methodology for providing the proposed services	10%
Price	30%

E. PUBLIC RECORDS

Upon receipt by the City, your Proposal is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposal Packages will be reviewed by the City's Selection Committee, as well as other City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each vendor must take the following precautions: (a) any trade secrets submitted by a vendor should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Do not designate your proposed pricing as a trade secret.

In submitting a Proposal, each vendor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside Contractor or other third parties who serve on the

Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each vendor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the vendor has designated as a trade secret. Any vendor that designates its entire Proposal as a trade secret may be disqualified from the selection process.

Information in the Request for Proposal responses will not be shared until after award of contract.

F. CONDITIONS AND RESERVATIONS

Upon receipt of this proposal, the City reserves the right to meet with any or all contractors submitting proposals at any time prior to an award in order to assure that the successful proposal most nearly meets all goals and objectives. The right is further reserved to use any or all ideas presented in any response to this Request for Proposals, whether amended or not. Selection or rejection of the proposal does not affect this right. During the course of review and evaluation of proposals, the City further reserves the right to negotiate with the contractor whose proposal most closely meets the City's goals and objectives for this project, to amend that contractor's original proposal by additions or deletions.

G. SCOPE OF WORK

The tree trimming services (secondary provider) should be performed by professional and knowledgeable personnel who will provide quality services.

Service Provider Responsibilities include:

- To furnish all labor, material, supervision and equipment to perform tree trimming services and consultation. Such services and consultation shall include but not be limited to:
 - Clearing of brush and tree limbs near power lines
 - Removal and disposal of wood and debris related to tree trimming services at site designated by the utility's representative.
- Vehicles used in the course of providing this service must comply with all North Carolina Motor Vehicle Regulations and be in good condition and suitable for work to be performed and shall be properly maintained.
- Service Provider shall obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services.
- Service Provider shall comply with all requirements of federal, state, and local laws, rules, regulations, and ordinances applicable to the services being performed.
- Service Provider will adhere to the scope of work and schedule as shown on individual forms entitled Schedule B, Service Order and as directed by the Electric Utilities Department.
- Service Provider shall ascertain that necessary permits, licenses and/or easements have been secured by the City of High Point when preparing to perform tree trimming

services that cross highways, railroads, streets, or utilities under the jurisdiction of a state, county, city, town or other public agency, public utility or private entity.

- Service Provider shall conduct work to ensure the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and protection of persons and property. Temporary provisions shall be made by Service Provider to ensure the use of sidewalks, proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- Service Provider shall provide adequate signs, barricades, lights, and watchmen and take all precautions for protection of the work and safety of the public.
- Service Provider shall not enter private property without first obtaining permission of the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.
- Service Provider shall perform reliable and accurate services in a timely manner.
- Submit weekly invoices with time cards signed by a representative of the City of High Point Electric Utilities Department where the services are performed. Submit all final invoicing within ten (10) days after completion of work.
- Service Provider will furnish an on-site, authorized individual or a duly authorized representative acceptable for the duration of the services being performed.
- Workmen will be skilled and specialized in the work to which they are assigned.
- Service Provider's employees will observe all of the City of High Point Electric Utilities Department's safety rules and procedures while performing tree trimming services.

Additional Service Provider Requirements

Special Safety Requirements

- ◆ The Service Provider or employees of the Service Provider, shall wear full body harness while working in an aerial lift basket and
- ◆ The Service Provider or employees of the Service Provider, if exposed within 10 feet of an arc flash, must wear flame retardant clothing.

Business Code of Conduct

The Service Provider must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Service Provider's employees are on site of the property belonging to the city, Service Provider's employees are to conduct themselves in a professional manner.

Availability:

The core hours of services should not exceed eight-(8) hours (excluding lunch breaks) mutually agreeable between the Service Provider and the city. Service Provider may provide overtime not to exceed two hours per day.

The normal workweek is Monday through Friday. No work will be scheduled on a holiday observed by the City of High Point unless requested by the city and agreed to by the Service Provider at an agreed to rate of pay.

Description of Labor, Tools and Equipment Categories

Labor

Working Foreman – A working foreman shall be able to trim trees and accomplish related work to acceptable standards; recognize and remove hazardous trees in the vicinity of energized lines, prepare time sheets and other related reports; talk to property owners and obtain permission to trim trees; perform all the duties of a climber and a groundperson.

Climber – A tree climber is expected to be able to identify tree species common to the service area; possess a basic understanding of a tree's growth characteristics; climb the normal tree encountered with and without the use of climbing irons; move about efficiently in a tree while remaining tied-in, must be in a full body harness while working; if exposed 10 feet within an arc flash, must wear flame retardant clothing; understand approved trimming procedures; trim trees in the vicinity of electrical conductors under direction; rope limbs with control; operate and work from an aerial lift device; perform the duties of a groundperson as stated below.

Groundperson – A groundperson is expected to be able to correctly operate and maintain a power saw; operate, feed and maintain a brush chipper, drive and assist in the operation and maintenance of a truck; use and care for brush axes, pole saws, pole pruners, and other hand tools; trim trees from the ground under direction; assist the climber from the ground. A practical knowledge of electrical hazards, CPR, first aid, rope handling, knot typing, and tree felling techniques is required. A groundperson is also responsible for pre-departure equipment inspections, and job-site parking and set-up procedures.

Equipment

Standard Bucket Truck – A two-ton dump chip truck with an aerial lift device capable of positioning a trimmer at a 50 foot working height. This truck shall be equipped with all the necessary hand tools needed to accomplish utility line clearance work and shall have in addition at least one hydraulically operated circular or chain saw, and a spare chain saw.

Conventional Dump Chip Truck – A two-ton truck with a standard dumpable chip body, designed to haul chips or brush away from the worksite. This truck shall be equipped with all the necessary hand tools needed to accomplish utility line clearance work including one chain saw.

Chipper – A trailer-mounted brush chipper capable of efficiently chipping limbs and trees at least 4" in diameter on the large end. It shall have an adjustable chute to allow chips to be blown onto the right-of-way or into the truck.

Mini-foot Bucket Truck – Truck equipped with 50 foot working height aerial lift, all terrain terra tires, winch, hydraulic circular saw and hand tools needed to accomplish utility line clearance work, including off the road work.

**PROPOSAL FEE
TREE TRIMMING SERVICES-SECONDARY PROVIDER**

RFP# 45-060823

REGULAR/OVERTIME RATES OF LABOR, TOOLS, AND EQUIPMENT CHARGES

*All Rates requested are per hour

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 43.55	\$ 60.35
Climber	\$ 44.79	\$ 62.38
Ground person	\$ 41.39	\$ 54.60

B. EQUIPMENT

1-Hydraulic Aerial Articulating boom with single basket minimum of 50'1" to bottom of bucket mounted on suitable truck with pneumatic toll and a power chain saw.	\$ 29.98
1-Chipper	\$ 6.45
1- 2 Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 16.88
1-Stump Remover	\$ 15.00
1-Bush Hog/Tractor	\$ 55.00
1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 73.50
1- 4x4 Tractor and Bush Hog	\$ 65.00
1-L-III Trim lift	\$ 34.02

Vendor Name: Burford's Construction

Vendor Address: 11519 Stemley Road, Lincoln, AL 35096

Vendor Contact: Coates Covington

Vendor Contact Phone Number: 205-710-3506

Vendor Contact Email Address: coates@burfordsco.com

Authorized Signature:  _____

Authorized Name (Printed): Coates Covington

REFERENCES
TREE TRIMMING SERVICES-SECONDARY PROVIDER
RFP# 45-060823

1. **Vendor Name:** Duke Energy Carolinas West
Vendor Contact: Korey Meadows
Vendor Phone Number: 336-854-4791
Vendor Address: 550 South Tryon Street, Charlotte, NC 28202
Type of Project: Vegetation Management (Tree Trimming)
Length of Project: 5+ Years

2. **Vendor Name:** Duke Energy Midwest (Indiana, Ohio, Kentucky)
Vendor Contact: Matt Lux
Vendor Phone Number: 317-605-0887
Vendor Address: 550 South Tryon Street, Charlotte, NC 28202
Type of Project: Vegetation Mangement (Tree Trimming)
Length of Project: 5+ Years

3. **Vendor Name:** American Electric Power (West Virginia and Virginia)
Vendor Contact: Scott Klinbriel
Vendor Phone Number: 304-590-2716
Vendor Address: 346 Raymond Peak Way, Hurricane WV 35526
Type of Project: Vegetation Management (Tree Trimming)
Length of Project: 4+ Years

ATTACHMENT C

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION. The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Burford's Construction, LLC

The undersigned hereby certifies that: [check all applicable boxes]

☒ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: Fiscal Year 2022

☒ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☒ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.



Authorized Signature

Coates Covington

Printed Name and Title

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

I, Coates Covington (the individual attesting below), being duly authorized by and on behalf of Burford's Construction LLC (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5th day of June, 2023

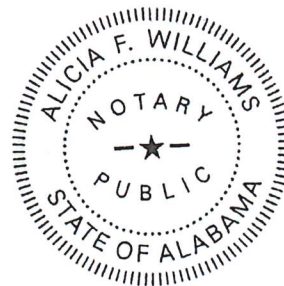

Signature of Affiant

Print or Type Name: Coates CovingtonState of Alabama County of TalladegaSigned and sworn to (or affirmed) before me, this the 4thday of June, 2023.

My Commission Expires:

Alicia F Williams
 Notary Public

(Affix Official/Notarial Seal)



INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid.

The attachment of any additional terms and conditions by any vendor or bidder is expressly rejected here and shall not be incorporated into the bid. Attachment of any additional terms and conditions may be grounds for rejection of the bid by the City.

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

MAKE AND MODEL: Indicate manufacturers' name and model number of item(s) offered in the spaces provided. The purpose of these specifications is to identify and establish general quality level desired. Any references to brand names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. **Complete descriptive literature and manufacturer's specifications shall be included in the bid.**

WARRANTY: Equipment shall be new and shall be guaranteed against defect in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of High Point. **Warranty service shall be available on site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of High Point or its representative.

INSTRUCTION BOOK: The vendor shall furnish a booklet or pamphlet giving complete instructions for the operation, lubrication, adjustment, and care of the equipment.

TRAINING: Quoted price to include comprehensive training for technicians and operators. All training and materials shall be provided by successful bidder at no additional cost to the City of High Point. Training shall include troubleshooting and proper operation of all equipment.

SAFETY: The successful bidder shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the successful bidder which is responsible for same. Barriers shall be provided by the successful bidder when work is performed in areas traversed by persons or when deemed necessary by the City.

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

EQUIPMENT AND ACCESSORIES: All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

SERVICE UPON DELIVERY: Equipment shall be complete, serviced and ready for operation. The City will only accept and approve for payment equipment that is complete in every respect and ready for operation.

STANDARD PRODUCTION MODEL: It is a requirement that the equipment herein requested be the "standard production model of the latest design". To meet this requirement the equipment offered shall be new and the latest production model as represented in the manufacturer's current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

CLEAN UP: Upon completion of the equipment delivery, the bidder shall remove and properly dispose of all packaging waste and debris from the user's site. The bidder shall be responsible for leaving the delivery areas clean and ready to use.

The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete system with all standard equipment of the manufacturer's latest model in current production. The bidder shall represent by their bid that all equipment to be furnished shall be new and unused. The unit, as specified, shall be completely assembled and adjusted and all equipment, standard and optional will be installed and ready for use. The following specifications are the minimum acceptable specifications and failure to comply may be used as basis for rejection of bid. If the equipment offered differs from the provisions contained herein, these differences must be explained in detail. Bidder must include copy of printed manufacturer's specification sheet with bid.

INSURANCE: Successful bidder shall be required to provide insurance as required in Section 17 of the General Terms and Conditions.

SPECIFICATIONS: Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

BID EVALUATION: The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SERVICE: Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

BID RESULTS: For bid results email purchasing at purchasing@highpointnc.gov NO EARLIER than TWO DAYS following the bid close date.

***** THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS INVITATION FOR BID*****

QUESTIONS: Questions regarding the specifications on this bid should be referred to the Purchasing Department.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

3. **TAXES:** No taxes shall be included in any bid prices.

a. **FEDERAL:** Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER:** Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATION:** Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

b. **DECREASES:** The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES:** All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:

1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;

d. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS:** Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING:** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **PERFORMANCE BOND AND DEFAULT:** The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.

9. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

11. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. Employee Education and Training

Provide education and training to all bidders' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and, in the spaces, provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest, responsible responsive and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

17. INSURANCE:

COVERAGE - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

- a. Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all bidders' employees who are

engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$100,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. PATENTS AND COPYRIGHTS: The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. PATENT AND COPYRIGHT INDEMNITY: BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. ADVERTISING: Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. CONFIDENTIAL INFORMATION: As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish to be DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. ASSIGNMENT: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:

- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.

31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

SAMPLE
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this **XX** day of **____**, **20xx**, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of P.O. Box 230, High Point, North Carolina 27261 ("City"), and **VENDORBurford's Construction, LLC**, a ~~Corporation~~ limited liability company authorized to do business in the State of North Carolina, with a principal place of business of 11519 Stemley Road, Lincoln, AL, 35096 ~~VENDOR ADDRESS~~ ("Service Provider").

SERVICES

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Attachment A** ("Services"). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. Provision of and Payment for the Services. The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. Independent Contractor. The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and Contractors are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. Service Provider's Work. The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services. Notwithstanding anything to the contrary in this Agreement, City is not obligated to issue, nor is Service Provider obligated to accept, any purchase order or Services hereunder. Service Provider shall not be obligated to perform any Services hereunder until City and Service Provider agree in writing to such services.

B. Standard of Care. The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **Attachment B**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. The Service Provider shall provide any payment bond or performance bond required by the City. The City will provide written notice to the Service Provider of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of the Service Provider's provision of the Services. If the City requests that a payment and/or performance bond be provided by the Service Provider, the required bond or bonds will be provided by the Service Provider prior to the Service Provider's provision of the Services.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is for **XXXXXX** from the date designated by the City for the Service Provider to begin provision of the Services ("Commencement Date").

B. The Commencement Date. The Commencement Date is **January 1, 2018XXX**.

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Total Payment. The City will pay the Service Provider the total amount not to exceed ~~\$0.00XXX~~ for the Service Provider's full provision of the Services.

B. Invoices.

1. Receipt of Purchase Order. No work shall be performed by the Service Provider until an agreement for services has been fully and completely executed and a purchase order has been issued by the City for said work.

2. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider's provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month.

3. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the issued Purchase Order and work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement and City issued Purchase Order.

4. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

a. Invoices delivered or mailed to the City shall be sent to:

**The City of High Point
Accounts Payable
211 South Hamilton Street
P.O. Box 230
High Point, NC 27260**

5. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

6. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to

the Services, and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for three (3) years from the date of final payment under the Agreement.

SECTION VI. TERMINATION

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider. Service Provider may terminate the Agreement for convenience upon thirty (30) days' written notice to the City.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and

all claims or damages ~~directly or indirectly arising out of or resulting from or related to~~ the extent caused by Service Provider's negligent provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by the Service Provider for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and

5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement. The required form certificates of insurance are included in the Agreement as **Attachment C**.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

The City of High Point

**Purchasing Department
211 South Hamilton Street
P.O. Box 230
High Point, NC 27260**

Notice to the Service Provider:

Address for hand-delivery or mailing:

VENDOR ADDRESS

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for

any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

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

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

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

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

J. E-Verify. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify. The Service Provider will be required to submit the completed E-Verify affidavit at execution of this contract.

K. Limitation of Liability. Notwithstanding any other provisions of this Agreement to the contrary, neither City nor Service Provider shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, exemplary, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, or business interruptions. Notwithstanding any other provisions of this Agreement to the contrary, the total cumulative liability of Service Provider for claims of any kind, whether based on contract, tort (including negligence and strict liability), under this Agreement will be limited to the lesser of: (i) \$1,000,000 or (ii) the total amount paid to Service Provider under the Purchase Order giving rise to the applicable liability.

City of High Point

Tree Trimming Services-Secondary Provider
RFP 45-060823 Score Summary Evaluation Sheet

Evaluation Criteria	Maximum Score	XLYLEM	Burford		
Experience in providing this type of service for this size contract.	40	24	32		
Demonstrated ability to meet commitments requested in the RFP	10	6	8		
Qualifications of staff to be assigned to this project	10	9	9		
Specific plans and methodology for providing the proposed services	10	8	9		
Price	30	27	24		
Total Score:	100	74	82	0	0
Firm Rank (1 = Highest Score, 5 = Lowest Score):		2	1		



Reviewer Name

6-22-2023

Date

City of High Point

Tree Trimming Services-Secondary Provider
RFP 45-060823 Score Summary Evaluation Sheet

Evaluation Criteria	Maximum Score	XLYLEM	Burford		
Experience in providing this type of service for this size contract.	40	28	36		
Demonstrated ability to meet commitments requested in the RFP	10	5	9		
Qualifications of staff to be assigned to this project	10	5	8		
Specific plans and methodology for providing the proposed services	10	6	6		
Price	30	27	24		
Total Score:	100	71	83	0	0

Firm Rank (1 = Highest Score, 5 = Lowest Score):

2

1



Reviewer Name

6/22/23
Date

City of High Point

Tree Trimming Services-Secondary Provider
RFP 45-060823 Score Summary Evaluation Sheet

Evaluation Criteria	Maximum Score	XLYLEM	Burford		
Experience in providing this type of service for this size contract.	40	40	40		
Demonstrated ability to meet commitments requested in the RFP	10	10	10		
Qualifications of staff to be assigned to this project	10	10	10		
Specific plans and methodology for providing the proposed services	10	10	10		
Price	30	30	27		
Total Score:	100	100	97	0	0

Firm Rank (1 = Highest Score, 5 = Lowest Score):

1

2



Reviewer Name


Date

City of High Point

Tree Trimming Services-Secondary Provider
RFP 45-060823 Score Summary Evaluation Sheet

Evaluation Criteria	Maximum Score	XLYLEM	Burford		
Experience in providing this type of service for this size contract.	40	24	28		
Demonstrated ability to meet commitments requested in the RFP	10	7	6		
Qualifications of staff to be assigned to this project	10	7	8		
Specific plans and methodology for providing the proposed services	10	6	7		
Price	30	24	21		
Total Score:	100	68	70	0	0

Firm Rank (1 = Highest Score, 5 = Lowest Score):

2

1



Reviewer Name

6-22-2023

Date



June 5th, 2023

City of High Point, North Carolina
Attention: Candy Harmon
Purchasing Division
816 East Green Drive
High Point, NC 27260

Re: Tree Trimming Services – Secondary Provider

To Whom It May Concern,

The purpose of this letter is to outline the executive summary, organization and staffing, statement of work, qualifications and experience, and conflict of interest requirements set forth in the Tree Trimming Services – Secondary Provider Request for Proposal document section B.2, B.3, B.4, B.5, and B.6.

Please see the requested information below:

Executive Summary

For the last several months, Burford's Construction has provided Vegetation Management services to the City of High Point. As outlined in section G of the Request for Proposal Document, Burford's Construction understands this proposal includes all labor, material, supervision, and equipment to perform tree trimming services.

We also understand that in performing this work we will comply with all local, state and federal requirements including permitting, licensing, and safety rules and procedures in performing this work.

Our services will remain timely and reliable with a designated representative on-site for the duration of the work.

Burford's Construction is uniquely able to provide these services with a large presence to tree trimming resources geographically attractive to the City of High Point. For instance, we have recently been able to add climbing resources in addition to the standard bucket crew on a flexible basis. Secondly, Burford's Construction has a large fleet of both conventional and mechanized vegetation equipment in close proximity as well.

Organization and Staffing

Burford's Construction currently has a fully staffed aerial lift crew on property performing work and, as mentioned previously, a climbing crew that has completed work over the past several weeks.

Should additional resources be needed, Burford's has a strong resource pool in the state of North Carolina to quickly add any resource need with qualified, competent performers.



Below is a list of key leadership team:

Senior Leadership

Will Burford
President

Will has spent the last 15 years in the utility vegetation management industry. Starting in 2006, Will joined his father's family business (Burford's Tree) as Vice President and Shareholder. As such, Will's responsibility was to oversee daily operations including safety, environmental stewardship, budgets, schedules, and resource allocations. Will served in this role until leaving Burford's Tree to found Burford's Construction in 2018 where he serves as President. Will remains engaged in all facets of the business. Throughout his career will has managed hundreds of employees to safely execute ROW maintenance, reclamation, and initial clearing throughout the country.

Coates Covington
Executive Vice President

Coates has spent the last 12 years solely focused on the utility vegetation management industry. Starting in 2011 at Burford's Tree, Coates began his career in the field overseeing projects to their successful completion. As his career progressed, Coates served in many roles including Fleet Management, Regional Management, and Operations Coordination. Joining Burford's Construction in 2018, Coates currently serves as the companies Vice President overseeing all aspects of the operations driving safety, efficiency, and stewardship in everything we do.

Ryan Abernathy
Director of Safety, Human Resources, and Compliance

Ryan joined Burford's Construction in 2019 after having overseen some of the largest contracts ever issued by the Federal government for safety and compliance. Upon that foundation, Ryan serves to oversee the company's safety program taking it beyond just compliance to exceed industry safety standards. Ryan guides the field safety professionals in facilitating the necessary coaching, training, and mentoring all while assuring that our work force works safely every day.

Carson Yates
Director of Project Management

Carson brings a unique set of skills to the table with a background/degree in accounting along with over 15 years of contracting experience. With his skill set he can marry project management needs of budgeting and scheduling to maintain project milestones. Carson focuses on project/contract tracking to ensure that resources maintain planned targets and communicating any necessary updates to both utility customers and within the Burford's Construction team.

Regional Leadership



Chris Kanute

Regional Manager (Carolinas)

Chris has spent his entire career embedded within our industry. At the start of his career, Chris travelled throughout the United States completing numerous programs and projects within the vegetation management space. Since 2018, Chris has served as the Regional Manager overseeing all daily operations in the Carolinas. His responsibilities include, but are not limited to, providing leadership in safety, top tier customer service (internal and external), and tracking productivity to meet schedule and financial goals in each local territory.

Regional Safety Leadership

Michael Bundy

Regional Safety Supervisor (Carolinas)

Mike has dedicated his time in the vegetation management industry to safety. Having previously served as a safety supervisor for another contractor, Mike joined Burford's Construction in 2021 to serve as the Regional Safety Supervisor. As one of the key driving forces in our work group, Mike focuses solely on safety. His responsibilities include formal classroom training, on the job training, coaching, and mentoring, and innovation in the realm of safety.

Regional Supervisory Leadership

Ambrosio "Bo" Santos

Supervisor (Carolinas)

Bo has over 20 years of industry experience starting as a groundman and working his way to a supervisor. In this role, Bo mentors the General Foreman to constantly exceed their own standards by continued coaching. Having come up thru the ranks, Bo has a keen eye for taking care of the small details and leads with his plan, do, check, and adjust mentality.

Statement of Work

Burford's Construction performs vegetation management services in over 15 states throughout the Southeast, Mid-Atlantic, Midwestern, and Western United States. Our customers include large utility companies such as Duke Energy (enterprise wide), Florida Power and Light, American Electric Power, Oncor, and many more.

With this vast experience, Burford's Construction understands the requirements needed to successfully complete a vegetation management program.

Qualifications and Experience

In a typical year, the Burford's Construction team completes vegetation management for over 5,000 miles of transmission and distribution ROW, initial ROW clearing of over 150 miles, and the removal of over 5,000 danger trees.

Please also see attached for references requested.



Conflict of Interest

No conflicts exist for the submittal of this proposal.

We sincerely appreciate the opportunity to be a continued contract partner with the City of High Point. We have enjoyed providing our services to date and would like to expand those service offerings in a continued partnership.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, consisting of a series of fluid, connected strokes that form a stylized representation of the name Coates Covington.

Coates Covington
Executive Vice President



June 5th, 2023

City of High Point, North Carolina
Attention: Candy Harmon
Purchasing Division
816 East Green Drive
High Point, NC 27260

Re: Tree Trimming Services – Secondary Provider

To Whom It May Concern,

The purpose of this transmittal letter is to cover the requirements set forth in the Tree Trimming Services – Secondary Provider Requests for Proposals Section B.1.

Please see the requested information below:

Legal Name and Headquarter Address

Burford's Construction, LLC
11519 Stemley Road
Lincoln, AL 35096

Local Office

100 Pike Way
Mount Airy, NC 27030

Authorized Representative

Coates Covington
Executive Vice President

Sincerely,

Coates Covington
Executive Vice President

CITY OF HIGH POINT

AGENDA ITEM



Title: Sole Source Contract to 5S Technologies for License Renewal of Threatlocker (IT Secure)

From: Adam Ward, Assistant Director, Information
Technology Services

Meeting Date: July 17, 2023

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: COHP IT Secure Foundation Invoice 101679,
Recommendation Form
Sole Source Request Form

PURPOSE:

Annual renewal of Threatlocker.

BACKGROUND:

In the previous fiscal year, IT Services began using Threatlocker. Threatlocker is a software solution designed to provide advanced threat prevention and application whitelisting capabilities. 5S Technologies assisted with the implementation and configuration of this product.

BUDGET IMPACT:

The total cost for the annual renewal of the Threatlocker software license is \$85,920, which has already been allocated in the IT Services' FY2023-24 budget.

RECOMMENDATION / ACTION REQUESTED:

The Department of IT Services recommends that the vendor 5S Technologies be awarded the renewal under sole source. We further recommend that City Council approves the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



5S Technologies, LLC
121 Edinburgh South Drive, STE 205
Cary, NC 27511 US
(919).364.9400
Mike.Shook@5Stechnologies.com
www.5Stechnologies.com

INVOICE

BILL TO

Steve Lingerfelt
City of High Point
211 South Hamilton Street
High Point, NC 27260
United States

INVOICE # 101679
DATE 07/01/2023
DUE DATE 07/31/2023
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
5S MAN SVCS 5S IT Secure - Zero Trust Up to 2000 devices 8/1/23 - 7/31/23 Contract auto renews 8/1/2024. 60 day notice of cancellation.	12	7,160.00	85,920.00T

Account Number: 3842035035
Routing Numbers: 053100300
First Citizens Bank
Make all checks payable to:
5S Technologies
121 Edinburgh South Drive, STE 205
Cary, NC 27511

SUBTOTAL 85,920.00
TAX (0) 0.00
TOTAL 85,920.00
BALANCE DUE **\$85,920.00**

We appreciate your business!



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Financial Services

Purchasing Division



NORTH CAROLINA'S INTERNATIONAL CITY™

Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

In the previous fiscal year, IT Services began using Threatlocker, a software solution designed to provide advanced threat prevention and application whitelisting capabilities. 5S Technologies assisted with the implementation and configuration of this product.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Steve Lingerfelt
Date: 2023.06.26 09:27:05 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2023.07.07 08:46:39 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2023.07.07 08:49:40 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of John Deere 410P

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendations
Vendor Quote

Meeting Date: July 17, 2023

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Parks Department is currently using a 2011 John Deere 410J backhoe. The backhoe is in need of replacement due to age and condition. Using the Sourcewell Contract# 032119-JDC a new 2023 John Deere 410P backhoe is being recommended for council approval.

BACKGROUND:

The Parks Department is currently using a 2011 John Deere 410J backhoe. The backhoe has reached the end of its useful life due to condition and escalating repair costs. James River Equipment has the John Deere 410P backhoe that will continue to meet their needs. The price of \$169,904.60 is for the backhoe, operator training, extended warranty, and delivery. The delivery time is 365+ days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one (1) John Deere 410P from James River Equipment. Recommendation also includes declaring the old backhoe as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Quote Summary**Prepared For:**

CITY OF HIGH POINT
FLEET MAINTENANCE FACILITY
3524 Triangle Lake Rd
HIGH POINT, NC 27260
Business: 336-883-3599
ALEX.SHEPHERD@HIGHPOINTNC.GOV

Prepared By:

NICHOLAS WOOD
James River Equipment
411 S Regional Road
Greensboro, NC 27409
Phone: 336-668-2762
nick.wood@jamesriverequipment.com

Quote Id: 28835468
Created On: 15 May 2023
Last Modified On: 27 June 2023
Expiration Date: 31 July 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 410 P-Tier Backhoe Loader	\$ 151,944.00	\$ 151,944.00 X	1 =	\$ 151,944.00
Extended Warranty		\$ 5,510.60 X	1 =	\$ 5,510.60
Extended Warranty, 410 P, Power Train And Hydraulics, 5000 Total Hours or 60 Total Months, \$0 Deductible				
Sub Total				\$ 157,454.60
JOHN DEERE HH80C HYDRAULIC HAMMER	\$ 12,450.00	\$ 12,450.00 X	1 =	\$ 12,450.00
Equipment Total				\$ 169,904.60

Quote Summary

Equipment Total	\$ 169,904.60
SubTotal	\$ 169,904.60
Total	\$ 169,904.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 169,904.60

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28835468

Customer: CITY OF HIGH POINT

JOHN DEERE 410 P-Tier Backhoe Loader

Hours:

Suggested List

Stock Number:

\$ 151,944.00

Selling Price

\$ 151,944.00

Code	Description	Qty	Unit	Extended
17E0T	410 P-tier Backhoe Loader	1	\$ 192,755.00	\$ 192,755.00
Standard Options - Per Unit				
183E	JDLink™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
785F	Custom Code - 92 in. (2.34m) Wide, 1.31 cu. yd. (1.0 cu. m.) Multi-Purpose Bucket with BOCE (4-in-1)	1	\$ 9,941.00	\$ 9,941.00
1003	Cab	1	\$ 13,905.00	\$ 13,905.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 0.00	\$ 0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$ 0.00	\$ 0.00
5250	Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front	1	\$ 0.00	\$ 0.00
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1	\$ 482.00	\$ 482.00
6576	1000 lb. (454 kg.) Front Counterweight	1	\$ 1,443.00	\$ 1,443.00
6752	Extendible Dipperstick	1	\$ 8,783.00	\$ 8,783.00
7001	Auxiliary Hydraulics with One Way Flow (Hammer)	1	\$ 4,331.00	\$ 4,331.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 0.00	\$ 0.00
7040	Three-Function Loader Hydraulics, Single Lever	1	\$ 3,431.00	\$ 3,431.00
7702	Deere Standard Quick Coupler - Less Thumb	1	\$ 1,615.00	\$ 1,615.00
7806	24 in. (610 mm.) Wide, Heavy-Duty, 7.5 cu. ft. (0.21 cu. m.) Bucket	1	\$ 2,286.00	\$ 2,286.00
8062	Backhoe Boom Protection Plate	1	\$ 632.00	\$ 632.00
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$ 177.00	\$ 177.00
8109	Sun Visor	1	\$ 100.00	\$ 100.00
8115	MFWD Driveshaft Guard	1	\$ 449.00	\$ 449.00
8126	Heavy-Duty Grille Frame	1	\$ 583.00	\$ 583.00
8165	Auto Ride Control	1	\$ 2,452.00	\$ 2,452.00
8182	Radio, Bosch Basic Package	1	\$ 917.00	\$ 917.00

Selling Equipment

Quote Id: 28835468

Customer: CITY OF HIGH POINT

8226	Strobe Light with Magnetic Mount	1	\$ 617.00	\$ 617.00
Standard Options Total				\$ 52,144.00
Technology Options				
Deduct	Deduct 41% Based on Sourcewell Contract #011723-JDC	1	\$ -100,408.00	\$ -100,408.00
Technology Options Total				\$ -100,408.00
Dealer Attachments				
AT366494	Multi-Purpose Flip-Over Forks	1	\$ 5,439.00	\$ 5,439.00
Dealer Attachments Total				\$ 5,439.00
Value Added Services				
	Extended Warranty	1	\$ 5,510.60	\$ 5,510.60
Value Added Services Total				\$ 5,510.60
Other Charges				
	Freight	1	\$ 2,014.00	\$ 2,014.00
Other Charges Total				\$ 2,014.00
Suggested Price				\$ 157,454.60
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 157,454.60

JOHN DEERE HH80C HYDRAULIC HAMMER

Hours:
Stock Number:
Suggested List

\$ 12,450.00

Selling Price

\$ 12,450.00

Code	Description	Qty	Unit	Extended
OCBOT	HH80C Hydraulic Hammer	1	\$ 12,969.00	\$ 12,969.00
Standard Options - Per Unit				
1006	Mounting Bracket, 410 Backhoe Loader	1	\$ 928.00	\$ 928.00
Standard Options Total				\$ 928.00
Technology Options				
Deduct	Deduct 14% Based on Sourcewell Contract #011723-JDC	1	\$ -1,945.00	\$ -1,945.00
Technology Options Total				\$ -1,945.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 498.00	\$ 498.00
Other Charges Total				\$ 498.00

Selling Equipment

Quote Id: 28835468

Customer: CITY OF HIGH POINT

Suggested Price		\$ 12,450.00
Customer Discounts		
Customer Discounts Total	\$ 0.00	\$ 0.00
Total Selling Price		\$ 12,450.00

Extended Warranty Proposal

PowerGard™ Protection Plan

Construction

Date : June 27, 2023

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Construction	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 5,510.60
Model	410 P	Total Months:	60		
Country	US	Total Hours:	5000	Date Quoted	June 27, 2023
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

CONFIDENTIAL SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into this 17th day of July 2023 by and between City of High Point, North Carolina (“High Point”) and CDM Smith Inc. (“CDM Smith”) (individually each a “Party” and together the “Parties”).

WHEREAS, CDM Smith, pursuant to a Master Agreement for Professional Services (“Agreement”), dated March 26, 2018, with High Point, was authorized by a Scope of Services Supplemental Agreement, dated November 22, 2019, and Scope of Services Supplemental Agreement, dated May 5, 2020, and a First Amendment to Professional Services Contract, dated January 8, 2021, to perform certain design services for the Richland Creek Aerial Sewer Replacement Project (“Project”); and

WHEREAS, CDM Smith, was authorized by a Second Amendment to Professional Services Contract, dated September 14, 2021, to perform certain construction administration and inspection services for the Project; and

WHEREAS, High Point, following public bidding, awarded the construction of the Project to Garney Companies, Inc. (“Garney”); and

WHEREAS, after installation of certain expansion joints, it was observed that the installed steel pipe constricted during cold weather and damaged the pipe boots; and

WHEREAS, it was discovered that certain restraints were not included in the design of above ground expansion joints, and CDM Smith recommended the installation of reinforced concrete and welded steel anchors (“Anchors”) to fifteen of the sixteen aerial sewers to prevent further constriction of the steel pipe at the manholes; and

WHEREAS, High Point and Garney executed Change Order No. 8 to the High Point/Garney contract in the amount of \$834,276.74 to compensate Garney for costs related to the construction of the Anchors and associated sewage by-pass pumping; and

WHEREAS, certain disputes have arisen between the Parties with respect to responsibility for the additional costs incurred by High Point to address the construction of Anchors; and

WHEREAS, this Agreement is entered into for the purpose of compromising and settling a dispute between the Parties relating to the Project and to avoid time-consuming litigation; it does not and shall not be construed as an admission that any conduct of the Parties was wrongful, unlawful, negligent, or violative of any statute or regulation or common law.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and the recitals set forth above, it is agreed by and between the Parties that:

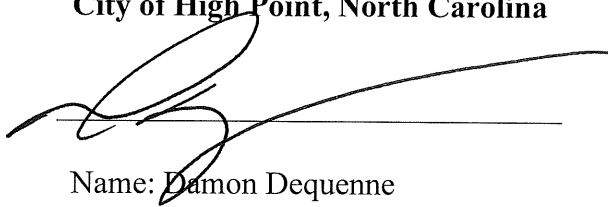
1. CDM Smith agreed to and provided a modified design for the Anchors for the Project.
2. CDM Smith agrees to and shall provide High Point a credit of \$256,569.20 on the remaining amounts billed to the Second Amendment to Professional Services Contract.
3. High Point agrees that if Garney's schedule extends to the point that CDM Smith exhausts the Second Amendment to Professional Services Contract upper limit funds of \$857,291.00 the City will compensate CDM Smith for our additional costs for construction administration and inspection services.
4. The Parties hereby release, relinquish, waive and forever discharge the other, and their heirs, successors, representatives, assigns, officers, directors, shareholders, members, partners, managers, agents, employees, independent contractors and attorneys and each of them of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, damages, actions, and causes of action of whatever kind or nature, whether known or unknown, based upon, arising out of or connected with any manner whatsoever the: (1) cost to develop a modified design for the Anchors; and (2) construction of the modified design for the Anchors including without limitation any material, labor, equipment, construction delay impacts and by-pass pumping costs. This Agreement only limits the rights and remedies of the Parties related to the apportionment of costs for the Anchors and does not limit any other rights or remedies of the Parties related to the Project as a whole.
5. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provisions herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.
6. This Agreement is made and entered into in the State of North Carolina and shall be interpreted by the laws of that state.
7. This Agreement contains the entire agreement and understanding of the Parties concerning the dispute and the resolution of the dispute relating to the Project and supersedes and replaces all prior negotiations and proposed agreements, written and oral concerning the resolution of the dispute relating to the Project.
8. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by agreement in writing.

9. Neither Party shall make any disparaging remarks, or any remarks that could reasonably be construed as disparaging in a public forum, regarding the other Party, its subsidiaries, or its or their officers, directors, employees, stockholders, representatives, or agents.
10. To the extent permitted by North Carolina law, the Parties agree to keep the fact and terms of this Agreement confidential, except as necessary to carry-out their respective business functions, or unless a Party is otherwise ordered by a court of competent jurisdiction. Disclosure is also allowed by one Party if prior written consent is obtained from the other Party.

IN WITNESS WHEREOF, the Parties warrant and affirm they have the necessary authority to bind the Parties hereto on the date indicated above.

City of High Point, North Carolina

CDM Smith Inc.



Name: Damon Dequenne

Name: David Collins

Its: Assistant City Manager

Its: Senior Vice President

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of an Asphalt Patcher Truck

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendations
Vendor Quote

Meeting Date: July 17, 2023

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Streets Division is currently using a 2011 International 4300 with pro patch body. The truck is in need of replacement due to age and condition. Using the Sourcewell Contract# 080521-PBL a 2023 Freightliner M2 106 Asphalt Patcher Truck is being recommended for council approval.

BACKGROUND:

The existing truck has reached the end of its useful life due to condition and escalating repair costs. Infrastructure Solutions Group (ISG) has the Freightliner M2 106 PB Model BC-4 asphalt patcher body that will continue to meet our needs. The price of \$297,406 is for the truck, body, operator training, extended warranty, and delivery. The delivery time is 365+ days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one (1) Freightliner M2 106 from Infrastructure Solutions Group. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



CITY OF HIGH POINT
211 S. HAMILTON ST. HIGH POINT. NC 27260
SOURCEWELL MEMBER ID# 18103
PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - LISTED PRICES

QUOTATION NO. 11519.R2

QUOTE DATE 3/21/2023
TERMS Net 30
FOB CUSTOMER
MFG PRODUCT ARO See Notes
INSTALL AROT See Notes

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
1	51619-00	PATCHER MODEL BC-4 ASPHALT PATCHER (4 CUBIC YARD CAPACITY) EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH, SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK	\$87.009.00	\$87.009.00
1	BH-100-15	EMULSION SYSTEM PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK	\$12,866.00	\$12,866.00
1	55320-35	EMULSION SYSTEM OPTIONS BOLT-ON CLEANOUT PANEL (BH & PS SYSTEMS ONLY)	\$1.407.00	\$1.407.00
0	50640-00	COMPACTION TOOLS COMPACTOR LIFT PLATFORM - HYDRAULIC	\$3.406.00	\$3.406.00
0	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA	\$3.201.00	\$3.201.00
0	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT	\$404.00	\$404.00
1	5438-00	HOSE REELS HOSE REEL - 1/2" X 25' FOR EMULSION	\$569.00	\$569.00
1	5437-00t	HOSE REEL - 3/8" X 25' FOR TORCH	\$506.00	\$506.00
2	5437-00s	HOSE REEL - 3/8" X 25' FOR SOLVENT	\$506.00	\$1,012.00
1	5437-00a	HOSE REEL - 3/8" X 25' FOR AIR	\$506.00	\$506.00
1	5399-00h	HOSE REEL - DUAL 1/2" X 25' FOR HYD HAMMER	\$1,616.00	\$1,616.00
1	CHASSIS	CHASSIS 2023 STOCK FREIGHTLINER M2 106 CHASSIS, CUMMINS L9 300HP ENGINE ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION, 33,000 GVWR LEAF SPRING SUSPENSION, 50-GALLON ALUMINUM FUEL TANK, AIR BRAKES, STEEL WHEELS CAB PAINTED WHITE	\$101,939.00	\$101,939.00
1	8920-00	PAINTING AND DETAIL BODY UNDERSEAL	\$1,509.00	\$1,509.00
1	50630-01	HEATING ELECTRIC OVERNIGHT HEATING SYSTEM - 240 VAC 6K 40AMP	\$3,207.00	\$3,207.00
1	7065-00	25' POWER CABLE 240 VOLT	\$588.00	\$588.00
1	6024-00	THERMOMETER 0-300	\$238.00	\$238.00
1	MODS-12	ELECTRIC GENERATOR PATCHER HEAT IN LIEU OF LPG HEAT	\$24,796.00	\$24,796.00
1		WANDS AIR BLOW GUN W/ 25' HOSE (REQ COMPRESSOR OPTION OR TRUCK AIR)	\$1,770.00	\$1,770.00
2	50560-00	SOLVENT PUMP & WAND WITH 25FT HOSE - ONE REAR DRIVER SIDE, ONE FRONT FOR PATCHER SPRAY DOWN	\$1,461.00	\$2,922.00
1	50150-00	SPOIL BINS CROSS FRAME SPOILS BIN 18"	\$2,930.00	\$2,930.00
1	50200-00	CAB GUARD W/ PB LOGO AND PERFORATED WINDOW	\$1,343.00	\$1,343.00
1	MODS-51	WORK PLATFORMS 20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS	\$3,465.00	\$3,465.00
1	50635-00	CONTROLS CAB CONTROLS (TOP LIDS) AIR TOGGLE	\$700.00	\$700.00
1	7000-36	STORAGE TOOL BOX 36"	\$1,062.00	\$1,062.00
1	5999-00	LOCKABLE SIDE TOOL BASKET	\$1,899.00	\$1,899.00
1	2001-10a	HOLDER - SPRING ASPHALT LUTE - STAINLESS STEEL	\$149.00	\$149.00
1	2001-10s	HOLDER - SPRING SHOVEL - STAINLESS STEEL	\$149.00	\$149.00
1	50480-00	HAMMER SYSTEMS HYDRAULIC TOOL CIRCUIT W/ FLOW METER, PSI GAUGE AND FAN OIL COOLER	\$2,952.00	\$2,952.00
1	7020-11	HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD	\$4,319.00	\$4,319.00
1	7021-00	LOCKABLE HAMMER HANGER	\$353.00	\$353.00
1	50553-00	DISCHARGE SYSTEMS PIVOTAL ASPHALT CHUTE	\$1,296.00	\$1,296.00
1	695-2MC	WARNING SYSTEMS STROBE - WHELEN MICRONS MCRNSA LED (SET OF TWO) - MOUNTED IN CHASSIS GRILLE	\$1,344.00	\$1,344.00
1	695-50A	STROBE - WHELEN 500 SERIES LED (SET OF TWO) - MOUNTED FRONT TOP CORNERS FACING SIDES	\$1,419.00	\$1,419.00
1	695-53A	STROBE - WHELEN 500V 5V3A W/ PUDDLE LIGHT LED (SET OF TWO) - MOUNTED REAR CORNERS FACING SIDES	\$1,734.00	\$1,734.00
1	695-063	BEACON - WHELEN L31HAF LED - MOUNTED BEHIND CAB FOR 360 DEG. VISIBILITY	\$1,230.00	\$1,230.00
1	695-064	BRANCH GUARD FOR WHELEN L31HAF	\$216.00	\$216.00
1	7807-00	TRAFFIC ADVISOR - WHELEN MODEL TA45B72, 8 LIGHT 700 SERIES HEADS LED , 72" LG	\$3,165.00	\$3,165.00
1	MODS-37	ECCO EC7003-K BACKUP CAMERA SYSTEM (MONITOR W/ SOUND + 1 CAM)	\$1,534.00	\$1,534.00



CITY OF HIGH POINT
211 S. HAMILTON ST. HIGH POINT. NC 27260
SOURCEWELL MEMBER ID# 18103
PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - LISTED PRICES

QUOTATION NO. 11519.R2

QUOTE DATE 3/21/2023
TERMS Net 30
FOB CUSTOMER
MFG PRODUCT ARO See Notes
INSTALL AROT See Notes

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		<u>SAFETY ACCESSORIES</u>		
1	7302-00	FRAME MNT CONE HOLDER (MALE)	\$341.00	\$341.00
1	7999-10	FIRE EXTINGUISHER 5#	\$267.00	\$267.00
1	7999-40	TRIANGLE KIT	\$47.00	\$47.00
		<u>MARKET RATE ITEMS</u>		
1	CUSTOM	STEPS AND GRAB HANDLES AT FRONT OF PATCHER BOX FOR ACCESS INSIDE	\$1,300.00	\$1,300.00
1	CUSTOM	8 GAL LPG TANK AND BRACKET FOR HAND TORCH	\$699.00	\$699.00

SOURCEWELL LISTED TOTAL:	\$281,385.00
MARKET RATE ITEMS TOTAL PRICE:	\$1,999.00
ESTIMATED FREIGHT TO CUSTOMER:	\$7,800.00
PATCHER TRUCK EXTENDED WARRANTY EXTENDED WARRANTY:	\$1,200.00
CHASSIS EXTENDED WARRANTY:	\$5,022.00
GRAND TOTAL:	<u>\$297,406.00</u>
GRAND TOTAL FOR 1 UNITS:	\$297,406.00

- 1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER.
- 2. FOR THE ELECTRIC GENERATOR OPTION THE 25 GAL. LPG TANK THAT IS STANDARD IS REPLACED WITH AN 8 GAL. LPG TANK TO OPERATE TORCH.
- 3. PATCHER STANDARD WARRANTY IS ONE YEAR. EXTENDED WARRANTY IS FOR ONE ADDITOINAL YEAR.
- 4. CHASSIS EXTENDED WARRANTY INCLUDES:
 - 5-YEARS / 200,000 MILE CUMMINS ENGINE WARRANTY (FEX APPLIES)
 - 5-YEARS / UNLIMITED MILES TRANSMISSION WARRANTY (FEX APPLIES)
 - 5-YEARS / UNLIMITED MILES TOWING COVERAGE (\$1200 CAP FEX APPLIES)
- 5. CHASSIS PRICING IS SUBJECT TO COMMODITY SURCHARGES AND EXCALATORS.



CITY OF HIGH POINT

AGENDA ITEM



Title: Tube Settler Installation for the Ward WTP
The Harper Corporation

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Meeting Date: July 17, 2023

Public Hearing: No

Advertising Date: May 26, 2023
Advertised By: Purchasing

Attachments: Attachment A – Bid Tabulation

PURPOSE:

To hire a contractor to perform the installation of tube settlers that were pre-purchased for the Super Pulsator at the Ward Water Treatment Plant (WTP).

BACKGROUND:

The Super Pulsator is an upflow clarifier that was installed as part of the 1996 upgrade at the Ward WTP. The Super Pulsator removes sediment and bacteria from the raw lake water that is pumped from our reservoirs (lakes). The tube settlers in the Super Pulsator are currently 26 years old and have exceeded their useful life due to UV exposure and the low pH coagulation chemical that is used as part of the treatment process. City Council approved the purchase of the tube settlers on December 19, 2022. The contractor will remove existing tube settlers and install the new ones. The low bidder was The Harper Corporation.

BUDGET IMPACT:

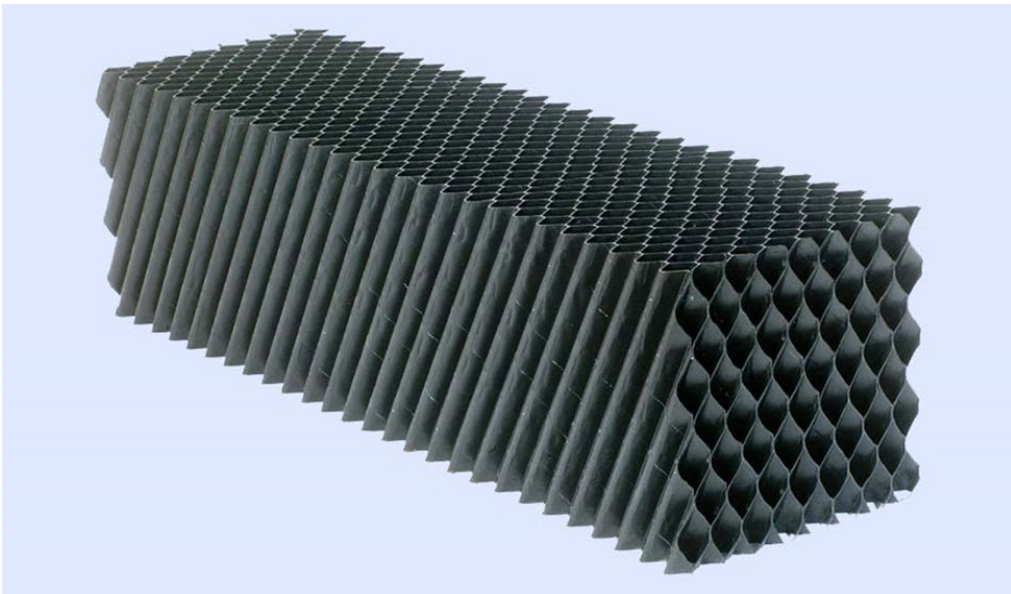
Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends awarding the contract to The Harper Corporation in the amount of \$164,235.72.



Tube Settlers in the Super Pulsator at the Ward WTP



Example of a Tube Settler prior to installation



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

**Bid Tabulation
City of High Point, North Carolina
Tube Settlers Installation
Bid 49-062223**

Contractor	Addendum 1	Days for Install to begin	Total Bid
Kemp Inc	Y	100	\$547,745.00
Charles R. Underwood	Y	60	\$266,457.75
The Harper Corporation	Y	14	\$164,235.72

CITY OF HIGH POINT

AGENDA ITEM



Title: TransTrack Manager Software

From: Angela Wynes

Public Hearing: N/A

Meeting Date: July 17, 2023

Advertising Date / N/A

Advertised By:

Attachments: Recommendation Form
Sole Source Request Form
City of High Point Letter
TransTrack Solutions Group Proposal

PURPOSE: Procure software as a service (SaaS) that allows the transit system to consolidate data from multiple sources under one umbrella to allow more efficient and effective management of resources.

BACKGROUND: No individual software system will collect or produce all the data transit systems need. Data is generated daily for federal and state reporting requirements, managing daily operations and maintenance, and monitoring operational and fiscal efficiency and effectiveness. Often staff members have to pull data from multiple sources to produce reports, usually in individual spreadsheets. Transit staff has been searching for a product that does not duplicate the current systems; instead, it consolidates the data from each system under one umbrella. At one point, staff thought we would have to find a company to develop a product specifically for our needs. At the 2022 North Carolina Public Transportation Conference, we discovered a vendor, TransTrack Systems, that explicitly does what we are seeking. They are the only vendor with software that combines all the existing data into one database allowing for appropriate access by all authorized individuals. TransTrack Systems provides a web-based transit business analytics and data management system to efficiently aggregate data from multiple sources for enhanced performance monitoring and reporting. The TransTrack Manager™ Application acts as a system consolidator or data warehouse focused exclusively on key transit agency information for display using business analytics. TransTrack enables users to customize views and reports without duplicating the data in a stand-alone spreadsheet.

BUDGET IMPACT: The five-year contract totals is \$288,259. The federal share is \$230,607 and the City share is \$57,652.

RECOMMENDATION / ACTION REQUESTED: Staff is requesting City Council award a sole source five-year contract to TransTrack Solutions Group in the amount of \$288,259, and authorize the appropriate City Official(s) to execute all necessary documents.

Financial Services

Purchasing Division



Requisition # **33551**

**CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM**
(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: **TransTrack Systems Inc**

Item(s): **TransTrack Manager Software**

Justification:

See attached memo

Estimated expenditure for the above item(s): **\$288,259.00**

Accounting Unit and Account(s): **641622 522403**

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

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

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

Department Head/Authorized Personnel **Greg Venable** Digitally signed by Greg Venable
Date: 2023.06.07 14:42:58 -04'00'

Department/Division **Transportation/Transit**

Date

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.07.07 15:00:36 -04'00'

Financial Services Director

Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.07.07 15:25:43 -04'00'

City Council (\$30,000 – Up)

Ms. Candy Harmon
Purchasing Manager
City of High Point
211 S. Hamilton
P.O. Box 230
High Point, NC 27261

Dear Ms. Harmon,

TransTrack Solutions - TransTrack Manager is *the only off the shelf, SaaS module solution* that offers NTD reporting (21 reports), monthly and annual NTD support, and a complete NTD reporting option.

Within the TransTrack Manager, we have several operational modules including Customer Service, Contract Compliance, APC Data Scrubbing & NTD Certification, Safety and Security, Zero Emission Bus Reporting and EAM Facilities.

The City of High Point can implement any of these modules at any time in the future, as your needs change. The base system offered to the City of High Point will be implemented in 90 days from notice to proceed.

Other ITS vendors may claim they have NTD reporting capability, however, the reports they offer are restricted to data generated from within their system - hours and miles (2 reports). TransTrack Solutions is vendor agnostic and imports data from over 86 different vendors daily.

Let me know if you need additional information or support.

Regards,
Stuart



Stuart Crust
Senior Business Development Manager
TransTrack Solutions Group

714 609 6017 | www.transtacksystems.net

stuart.crust@transtrack.net



BUDGETARY PROPOSAL DATA MANAGEMENT SYSTEM

For



September 8, 2022

Budgetary Proposal - Data Management System

High Point Transit System(High Point Transit) has a desire to procure a Data Management System for management reporting as well as supporting National Transit Database (NTD) reporting. TransTrack Systems, Inc., is offering a data management system to efficiently aggregate data from multiple sources for enhanced monitoring and reporting. The system is capable of consolidating, displaying, and reporting key performance statistics from many High Point Transit systems.

TransTrack Systems application is easy to use and capable of:

- Aggregating and providing tools to manage transit information such as safety and security, customer complaints/commendations, training, and certifications to reduce/eliminate the need for tracking data manually within spreadsheets.
- Producing reports required for internal and external reporting requirements (e.g., Board, State and Federal Reporting).
- Consolidating information from multiple data sources including fare collection systems, finance systems and optionally Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) and Automatic Passenger Counting (APC) systems.
- Displaying data in a variety of formats for reporting and analysis.

These requirements are fulfilled with the web-based TransTrack Manager™ application.

The TransTrack Manager™ application acts as a system consolidator or data warehouse focused exclusively on key High Point Transit information. Summary data may be imported from an existing system or entered directly into the TransTrack Manager™ application at either the summary or transaction level.

TransTrack Manager™ provides timely access to valuable information such as hours and miles of service, farebox revenues, ridership, costs, road calls, missed trips, safety incidents, accidents, and schedule adherence. Because key performance and operational data is accessible through one database, High Point Transit will achieve significant operational efficiency by:

- Eliminating repetitive manual data entry processes
- Reducing the time spent cross-referencing and reconciling the same data from multiple sources
- Automating financial processes (e.g., cost and revenue allocations) and operational processes (e.g., incident reporting) to consistently collect, analyze, and report performance data
- Streamlining monthly, quarterly, and annual management reporting production processes
- Improving management access to transit information for ongoing operational decision-making.
- Consolidate Data from Multiple Sources

Data necessary for the management and operation of High Point Transit would be consolidated the TransTrack Manager™ application.

Exhibit 1: System Consolidator



The TransTrack Manager™ application is designed to improve data integrity and efficiency by maximizing the use of automated data imports, and by providing an intuitive interface used for manual data input. The mix of automated import and manual input may change over time as new technologies are implemented and operations and processes evolve. Information stored in the TransTrack Manager™ application is shared and accessible throughout the High Point Transit organization. High Point Transit will be able to not only view summary data in key reports, but to also drill down and view the details leading to observed results (e.g., ridership data by stop).

1.1 Description of Modules

The TransTrack Manager® application is modular and organized around functional areas. Our customers may select the level of information to be stored and utilized for agency-wide reporting within each module. The following provides a brief description of each module.

Organization Module – Defines who the agency is in terms of organizational structure, reporting rollups, and service provider information. The Organization Module is part of the Basic License. An add-on option for tracking Purchased Transportation Contract Compliance is available in this module and allows for data separation by contractor in all other modules.

Routes Module – Defines the reporting structure for services and routes (e.g., Name, Route #, NTD Mode, Agency-defined Programs). Route assignments are part of the Basic License. Two optional license add-ons are available for this module including the ability to collect and report stop-level data from manual passenger counts used in determining passenger miles for NTD Reporting, or to import and clean Automated Passenger Counting (APC) data. Stop-level passenger data may be analyzed using our Service Planning Analytics package, allowing drilldowns by route, direction, day type, time of day and even trip. TransTrack has an optional Ride Check App which allows for real-time data collection and input using Android devices.

Farebox Module – Contains the fare structure and definitions of fare types. Monthly summary-level passenger data by route is part of the Basic License. Additional license options are available to track daily passenger statistics by fare type and trip and to link ridership statistics to the Finance Module for daily farebox reconciliation. Potential data sources for passenger statistics include manual input from driver trip sheets, import of Automated Fare System (AFS) data, or import from paratransit scheduling software trip sheets. Mobile Ticketing information may be imported and stored in this module.

Operations Module – Contains actual service hour and mile information as well as incident and schedule adherence information. The Basic License allows for monthly tracking of service hours and miles by route and day type. License add-ons are available for daily incident tracking and calculation of exceptions to scheduled hours and miles of service, manual input of driver trips sheets, or import of hours and miles of service from automated scheduling systems. Incident and schedule adherence data from the CAD/AVL system would be stored in this module and is an optional license add-on. Three other add-on options are available in this module: one for tracking operator pull-out and attendance; a second for tracking paratransit customers, reservations, and manually scheduled driver manifests; and a third for tracking vanpool statistics. Schedule Adherence data from AVL systems may be analyzed in this module by route and driver as well as other factors using our new Service Planning Analytics.

Safety Module – Allows tracking of safety and security incidents to help identify the need to file monthly NTD Safety & Security reports. Input of monthly summary level statistics by program/mode/service type are available as part of the Basic License. Incident level tracking and classification of safety and security events and claims is a license add-on

option. The Daily Safety & Security Sheet allows an agency to store results of accident investigations and categorize preventable and non-preventable accidents as well as data fields required for NTD Reporting. The PTASP report is also available as an option.

Fleet Module – Tracks monthly fleet maintenance information at a summary level with the Basic License. The Fleet Inventory add-on option allows for input/import of fuel consumption and vehicle miles as well as tracking of road calls, vehicles on hold, and Annual NTD Vehicle Inventory reporting. Other add-on options are available for import of maintenance system data (e.g., PMI Program, Vehicle Costs and Labor, Work Orders).

Finance Module – Tracks revenues and expenses, including stored procedures to allocate operating costs and operating revenues to individual routes. The Basic License allows for input of total monthly expenses and passenger revenues by program/mode/service type. Add-on options allow for import of general ledger expense and revenue information with route level allocations.

Plan Module – Contains performance standards and targets for key performance indicators. The Plan module stores summary level performance data and reports using information from more than one module (e.g., cost per passenger, passengers per hour. The Plan Module includes reports with information needed for annual NTD reporting as well as monthly management reports and Executive Dashboards. This module is part of the Basic License. TransTrack offers Business Analytics+ as an add-on option to provide clients with new agile analytics including dashboards, predictive analyses, and expedited report development made possible with embedded analytics. Self-Serve Analytics is a new tool that allows individual agencies to create their own dashboards and reports from the consolidated data in TransTrack.

Personnel Module – Total pay hours by program/mode/service type may be stored here as part of the Basic License. An add-on option allows for tracking information in other modules by employee. Vacancy rates and turnover may also be tracked in this module along with employee pay hour imports, useful in NTD reporting and contract compliance assessments. Reports for tracking training, discipline, attendance, and consolidation of all employee related data contained in TransTrack (e.g., accidents, customer complaints, schedule adherence) are available with an add-on license option.

Feedback Module – Customer feedback information may be tracked monthly by program/mode/service type as part of the Basic License. Add-on options include import of daily incident summaries from other CRS and call center telephone systems or the ability to track, record, investigate, and resolve customer comments as they are received, including on-line web-pages.

Support Module – Lists contacts for technical support from TransTrack staff and provides online user documentation and training materials. This module is included as part of the Basic License.

Utilities Module – Manage system security and password control in this module. TransTrack defines views to which the client has access and then the client defines individual user and group security classifications. This module is part of the Basic License.

TAM Module – Provides the basic tools to manage rolling stock replacement planning, facilities condition assessment and facilities capital project planning.

Analytics Module – Data from the other modules may be viewed and analyzed using TransTrack Analytics. These include Executive, Customer Feedback, Service Productivity, Finance, Safety, Operations and Maintenance Analytics. For those agencies with AVL and/or APC imports, Service Planning Analytics are available for analysis by time of day and stop. Agencies who wish to develop their own dashboards and reports may do so using Self-Serve Analytics. The data in TransTrack Manager has been configured to allow process owners and business managers to produce their own reports without undergoing a time-consuming data mapping and software integration process.

TransTrack EAM – Vehicle, component, equipment, and fixed facilities inventory, with tracking and reporting for a wide range of critical tasks, including work orders, repairs, preventative and non-preventative maintenance scheduling, defect tracking, warranty tracking, and fuel and mileage tracking. In addition, a complete inventory module covering stock items, work order entries, purchase orders and adjustments, physical inventory, and reconciliations. Additionally, there are special features for tire inventory, tracking and reporting.

The Exhibit 2 summarizes features by module for the basic license and add-on license options.

Exhibit 2 – Summary of Modules & Add-Ons

Module	Features of Basic License	Add-On License Options
Organization	Defines organizational structure and service calendar	Purchased Transportation Service Monitoring
Routes	Defines reporting structure for services and routes; stores route service schedule by run cut	Passenger Mile Calculations Mobile Ride-Check App for Data Collection APC Data System Import
Farebox	Stores fare structure and monthly summary of total passengers by route and day type	Daily Passenger Sheet/Import of AFS Data

Module	Features of Basic License	Add-On License Options
Operations	Stores monthly summary of service hours and miles by route and day type	Daily Driver Trip Sheets/Import DR Scheduling System Daily Operations Dispatch Log & Safety Statistics Daily CAD/AVL Data Import Daily Dispatch (Driver Check-In) Vanpool Tracking DR Reservations (<16 DR Vehicles)
Safety	Stores monthly summary level accident data by program/mode/service type	Daily Operations Dispatch Log & Safety Statistics
TransTrack EAM	Basic fleet maintenance reporting	TransTrack EAM – fully integrated Management and organization of fleet maintenance, parts and materials, inventory, purchasing software. Facilities – work orders and inspection management including state of good repair
Finance	Tracks monthly operating expense and passenger revenue input at the program/mode/service type level and allocated to routes by day type	General Ledger Import & Expense/Revenue Allocation
Plan	Contains performance standards, transit plan statistics and key reports (e.g., management dashboards, NTD Reports, key performance indicator reports)	NTD Report Information Service Provider Reports Executive Management Reports
Personnel	Stores monthly pay hours by program/ mode/service type	Agency Employees and Pay Hour Import Training & Certifications

Feedback	Stores monthly customer feedback summary by program/mode/service type	Daily Customer Feedback & Call Center Info
TAM	Stores basic tools	Fleet Replacement Planning Facilities Assessment/Capital Planning
Support	Provides on-line help button, technical support contacts and training materials	NTD Annual Report Assistance Consulting Assistance & Special Analyses Training
Utilities	Provides user security and password control	Data Alerts
Analytics	Provides access to data analytics and predictive analysis tools	Business Analytics+ Service Planning Analytics Self-Serve Analytics

Comprehensive Reporting Capabilities - Comprehensive reporting is of key importance to how High Point Transit redefines Transit. The TransTrack Manager™ application comes with a robust set of reporting capabilities. These include both standard reports as well as an option to create custom reports (e.g., Monthly or Quarterly Report to the High Point Transit Board of Directors).

Key Performance Indicators (KPIs) - Information provided is used to make informed decisions which help drive improved performance and best practices.

The TransTrack Manager™ application offers a variety of standard KPI reports, with samples provided as Exhibits 3 and 4. TransTrack will also develop customized reports to match preferred formats that are currently used by High Point Transit for quarterly reporting.

Exhibit 3: Sample KPI Report

Monthly Management Report Summary March, FY17 System & Program Summary						
	March FY17	March FY16	% Change	Year-To-Date FY17	Year-To-Date FY16	% Change
System Total						
Total Passengers	377,980	389,024	-2.8	3,514,487	3,634,989	-3.3
Revenue Passengers	377,980	389,024	-2.8	3,514,487	3,634,989	-3.3
Weekday Total Passengers	346,989	357,715	-3.0	3,085,202	3,197,239	-3.5
Saturday Total Passengers	19,473	20,255	-3.9	275,801	276,048	-0.1
Sunday Total Passengers	11,518	11,054	4.2	153,484	161,702	-5.1
Weekday Average Passengers	15,086	15,553	-3.0	15,741	16,230	-3.0
Saturday Average Passengers	4,868	5,064	-3.9	7,072	7,078	-0.1
Sunday Average Passengers	2,880	2,764	4.2	3,488	4,146	-15.9
Vehicle Revenue Hours	26,562.28	26,606.55	-0.2	226,162.99	227,336.59	-0.5
Total Vehicle Hours	29,046.37	29,208.00	-0.6	247,833.31	249,574.57	-0.7
Revenue Vehicle Miles	478,771.1	487,526.7	-1.8	4,023,073.0	4,092,964.8	-1.7
Total Miles	525,874.7	534,435.4	-1.6	4,417,177.8	4,483,278.0	-1.5
Total Fleet Miles	445,657,634.0	565,034,788.0	-21.1	4,285,412,630.0	4,518,381,058.0	-5.2
Total Revenue	\$2,557,604	\$2,272,073	12.6	\$22,995,538	\$21,487,008	7.0
1. Local Program						
Number of Weekdays	23	23	0.0	196	197	-0.5
Number of Saturdays	4	4	0.0	39	39	0.0
Number of Sundays	4	4	0.0	44	39	12.8
Total Passengers	306,813	314,578	-2.5	2,929,583	3,010,465	-2.7
Revenue Passengers	306,813	314,578	-2.5	2,929,583	3,010,465	-2.7
Weekday Total Passengers	277,264	284,426	-2.5	2,514,816	2,582,958	-2.6
Saturday Total Passengers	18,341	19,543	-6.2	264,662	269,815	-1.9
Sunday Total Passengers	11,208	10,609	5.6	150,105	157,692	-4.8

Exhibit 4: Sample KPIs in Bar Chart Format



Executive Dashboards – The TransTrack Manager™ application offers an easy-to-use, graphical presentation of key performance indicators. Dashboards provide a reporting format that can be used to assess overall agency performance, relative to established targets, based a set of agency-defined indicators. Exhibits 5 and 6 present a standard Dashboard, with drill-down capabilities, which run directly from the TransTrack Manager™ application.

Exhibit 5: Sample Executive Dashboard

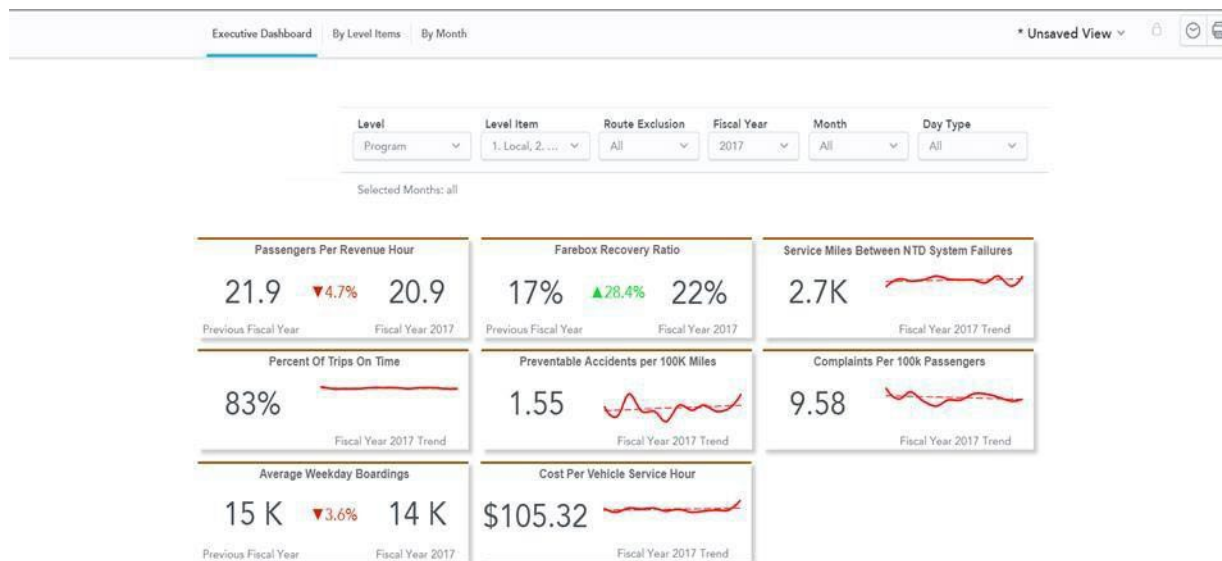
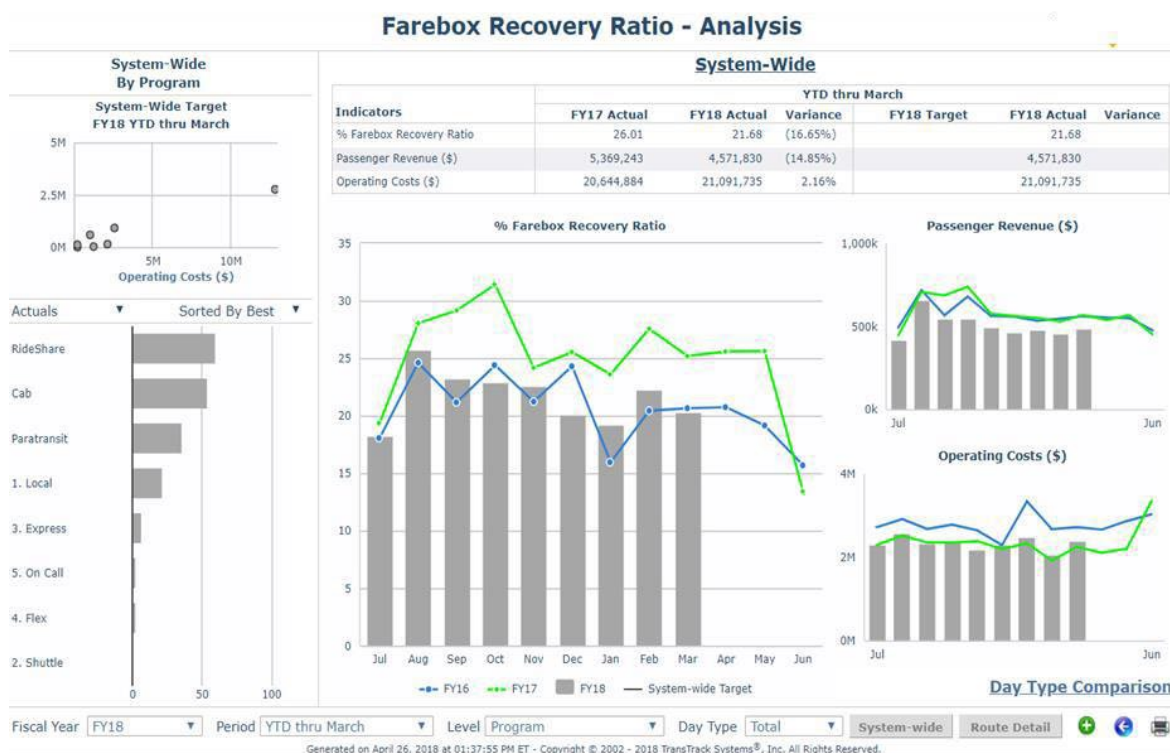


Exhibit 6: Sample Financial Dashboard – Farebox Recovery



Schedule Adherence & Service Planning Dashboards – High Point Transit uses data from its ride checks to assess on-time performance overall, by route and by stop. The TransTrack Manager™ application provides a variety of data to help analyze on-time performance for service planning and scheduling changes.

Exhibits 7, 8 and 9 present information from the Schedule Adherence and Ridership Dashboards.

Exhibit 7: Schedule Adherence Dashboard – Summary

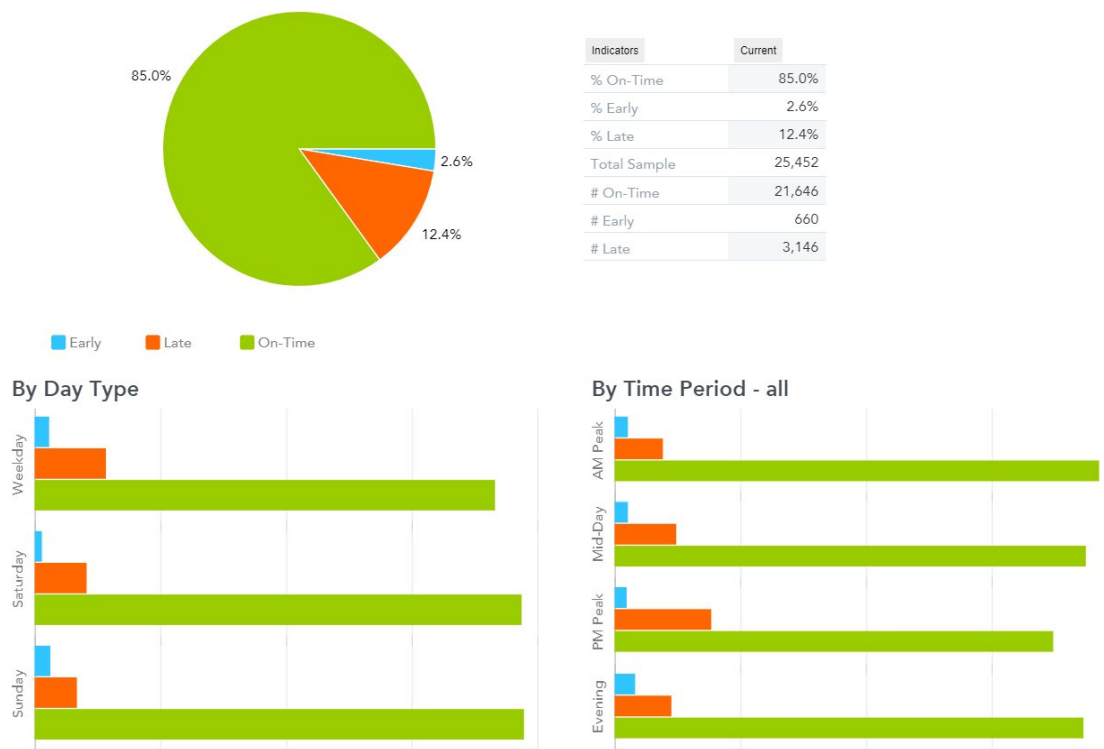


Exhibit 8: Passenger Boarding by time of day

Weekday Passenger Boardings by Trip Time

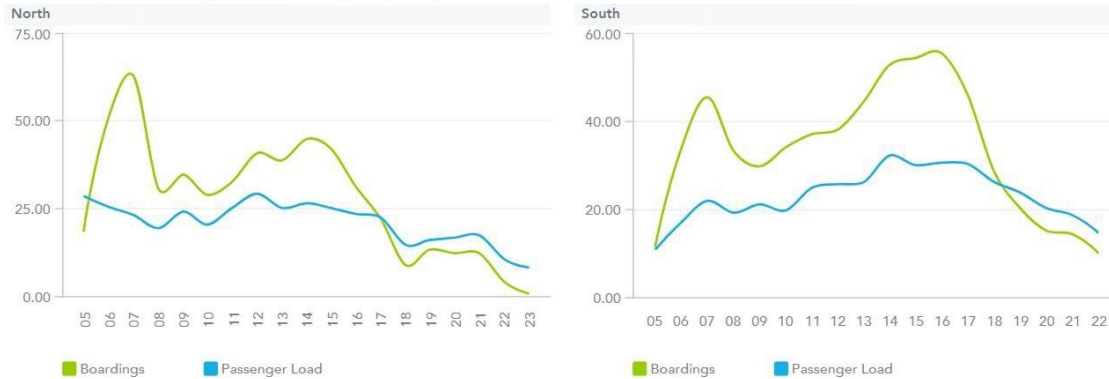


Exhibit 9: APC Dashboard – Stop Level Data

Boardings by Stop and Route



Provide Data in Multiple Formats - TransTrack Solutions Group recognizes that data is used in a variety of ways. Canned reports such as executive dashboards provide the ability to quickly assess agency performance and operating effectiveness. Business analysis requires access to data at a more detailed level with the ability to sort, filter, and trend data to best provide the needed information. TransTrack Manager™ offers a wide range of options to serve our clients.

Drill-Down Capability - Available throughout the TransTrack Manager™ application in the form of user defined parameters and report filters. Data is displayed in several different views that allow our clients to see various levels of detailed and summary level data. View and report filters allow clients to define the data that will be displayed. Examples of standard filters include Date Range, Route, Program, Division, Mode, Service Type, Vehicle #, Type of Incident, Complaint or Road call Report Output.

TransTrack Manager™ offers a variety of options for delivering information to system users including static reports, dashboards, line graphs, bar charts and pie charts. TransTrack Manager™ also provides the ability for users to export data from views and reports. Formatted report data can be exported in PDF format. Detailed data from system views may be filtered and exported to a csv file format for use in Microsoft Excel or other applications for ad hoc analysis and reporting.

Source Data Access - All source data imported/input and displayed in TransTrack views can be exported in csv format for use in other external report generating platforms. TransTrack Manager™ also offers an Agency Summarized Database view which contains the values for many performance indicators at every detail level available. Data from this view can also be exported for use in custom report generation.

Project Approach - TransTrack has developed a three-phased approach to help determine how to best serve our transit industry clients and help them realize significant improvements in information availability, accuracy, and timeliness. Our approach is designed to help client transit agencies, both public and private, maximize staff resources by eliminating redundant data entry and reconciliation activities.

- **Phase 1: Business Process Review**

There are several considerations in determining the best configuration to meet High Point Transit short term and long-term goals. The first phase identifies and prioritizes the processes that have the greatest potential for improvement and impact within High Point Transit. As part of this evaluation, we identify potential strategies for meeting both internal and external reporting needs for key information items such as farebox revenues, and operating performance. We review existing reports, data sources, and create a process trail.

Results from Phase 1 will include process documentation and specific recommendations for data configuration. We will develop a plan to improve the productivity and efficiency of your data collection and reporting processes. Results are presented to High Point Transit staff

and management.

- **Phase 2: Implementation and Training**

Building on the Phase 1 assessment, we identify and set-up the modules and data input and reporting configuration to best meet High Point Transit needs. High Point Transit staff gain access to the appropriate modules and screen views in TransTrack Manager based on their role in data input, management, and reporting.

TransTrack will configure and populate look-up tables to meet High Point Transit requirements. New reports and custom imports (or exports) will be developed at this time, if required based on the Phase 1 analysis. For example, the B-10 Report and import of Trapeze Scheduled Hour and Mile data are two possible items that require such effort.

Training will be conducted in small groups of 4 - 8 people, who will be fully trained on working in the system and provided relevant supporting documentation. TransTrack provides laptops for use in training, complete with a copy of the database configured for your organization.

Training is broken down into three sessions.

1. Session One the user learns how to log-on, print a report, sort data, and generally maneuver in the system.
2. Session Two is specific to pre-defined user groups and functional areas, identified in the Phase 1 review.
3. Session Three occurs six to eight weeks following initial implementation to address and discuss potential changes in process, data input views, filters, or reports.

Training materials will be customized to reflect High Point Transit processes, data collection and input strategies using Phase 1 documentation. Daily, weekly, and monthly checklists are provided for data entry and review tasks.

It is during Phase 2 that High Point Transit changes the way it does data collection and reporting, realizing both significant savings in staff time and improved accuracy and timeliness of data. The amount of change will depend on the configuration selected. TransTrack professionals will help clients to successfully manage change.

- **Phase 3 – On-Going Maintenance & Support**

Because the software application is internet-based, there is an on-going partnership with TransTrack who are available for technical support, product improvements, consultation, and user support. TransTrack will train new employees in best practices and system utilization, as well as help High Point Transit review performance results and continue to improve and streamline data collection efforts.

TransTrack Solutions Group will be there at start-up, when your first Local and State reports are due, when processes are not quite working the way you would like, when new staff

need training, and when you decide to change your fare structure, route structure, or run assignments. Through any service provider changes, we will help High Point Transit ensure data integrity. TransTrack views this project as a partnership and will there to support High Point Transit every step of the way to make sure TransTrack Systems is meeting your expectations and delivering the reports and analytics we have promised.

TransTrack Solutions Group Experience - TransTrack Solutions Group was formed in January 2002 by transit management professionals to help transit agencies maximize their business knowledge and streamline processes associated with collecting, reporting, and analyzing real-time performance data. TransTrack Solutions Group® specializes in transit industry planning, management, operations, reporting, and process reengineering. TransTrack Solutions Group delivers a comprehensive business intelligence solution that satisfies the diverse reporting requirements for all users from executive management to operational staff.

The TransTrack solution is web-based and consists of balanced scorecards, dashboards, standard and ad-hoc reports, data exports, and alerts. TransTrack Manager™ is helping managers across the nation make better decisions through more effective management of agency resources. Transit industry professionals designed Transit Performance Manager™; transit agencies developed and tested it; and it is available for immediate use by transit agencies, with minimal set-up requirements.

The unique combination of industry expertise, knowledgeable management, technical skills, and hands-on experience are the key differentiators we provide to each of our clients. TransTrack Manager™ is currently being used by 95 transportation agencies across North America to improve performance monitoring, service quality, effectiveness, and efficiency.

Exhibit 10: TransTrack Solutions Group - Client References

Client	Location	Vehicles	Client Contact
	Lawrenceville, GA	91	Ms. Loammi Aviles Transit Section Manager Phone: (770) 822-7444 Email: Loammi.Aviles@gwinnettcounty.com
	Des Moines, IA	250	Ms. Amber Dakan Finance Manager Phone: (515) 283-8134 Email: adakan@ridedart.com
	Ann Arbor, MI,	158	Ms. Rosa Maria Njuki, Corporate Strategy and Performance Officer Phone: (734) 794-1769 Email: RNjuki@theride.org

Budgetary Pricing

For this budgetary proposal, TransTrack Solutions Group is proposing a SaaS model basic set of TransTrack modules, that provides NTD reporting capabilities to support High Point Transit immediate needs and a strong foundation to add additional modules in the future.

Pricing for High Point Transit includes the following modules:

- Basic License Fee
- Daily Passenger Sheet / Import / AFS System Data (Import of GFI farebox data)
- Daily Operations Dispatch Log & Safety Statistics
- Daily CAD/AVL Data Analysis (Import of Synchromatics AVL)
- Vehicle Inventory, Fueling & Road call Sheet
- Agency Employees
- GL Crosswalk & Expense/Revenue Allocation import expenses and revenue

TransTrack Solutions Group	City of High Point <75 Vehicles
Total Annual Fees Fiscal Year 1 (Prorated for 6 Mo's)	\$ 20,800
Total Annual Fees Fiscal Year 2	\$ 42,848
Total Annual Fees Fiscal Year 3	\$ 44,133
Total Annual Fees Fiscal Year 4	\$ 45,457
Total Annual Fees Fiscal Year 5	\$ 46,821
Phase 1 Labor & Travel Costs	\$ 15,200
Phase 2 Labor & Travel Costs	\$ 52,200
Total - Services	\$ 67,400
Total - Year 1 Costs	88,200

Custom reporting is available at a cost of \$175/hr. (Basic Reports take approximately 20 hours to create). 80 hours of programing time is included with this quote.

Note: Vendors typically do not charge TransTrack Systems for interface costs. If the vendor does charge TransTrack Systems, the costs will be the responsibility of the client.

Optional Items not included in the above pricing and can be added at anytime:

- Daily Driver Trip Sheet / Import DR Scheduling System
- Customer Feedback & Call Center Info

-
- ZEB Reporting Module
 - PTASP & TAM Reporting
 - Self Service Analytics

RESOLUTION
AUTHORIZING **CITY OF HIGH POINT**
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

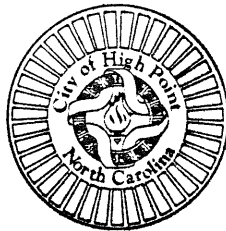
A motion was made by _____ **Mayor Wagner** _____ and seconded by
_____ **Mayor Pro Tem Hudson** _____ for adoption of the following
resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of
Transportation to assist in the funding of transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** of the cost of the above described
project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to
enter into a contract with the Department of Transportation and execute all agreements
and contracts with the North Carolina Department of Transportation, Public
Transportation Division.

.....
I, __Sandra R. Keeney__, **City Clerk**, do hereby certify that the above is a true and
correct copy of an excerpt for the minutes of a meeting of the **City of High Point** duly
held on the __17th__ day of **July 2023**.




Signature of Certifying Official

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of a VacAll Truck

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendations
Vendor Quote

Meeting Date: July 17, 2023

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Water Mains Division is currently using a 2012 Freightliner M2-11 Vacall Truck. The truck has over 11,000 hours and is in need of replacement due to escalating repair costs. Using the Sourcewell Contract# 101221-GRD a 2024 Freightliner is being recommended for council approval.

BACKGROUND:

The Water Mains Division is currently using a 2012 Freightliner M2-11 Vacall Truck with over 11,000 hours. The truck has reached the end of its useful life due to condition and escalating repair costs. Rodder & Jets Supply Company has the Freightliner 114SD/SFA that will continue to meet their needs. The price of \$549,829.70 is for the truck, body, operator training, extended warranty, and delivery. The delivery time is 365+ days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one (1) Freightliner 114SD/SFA from Rodders & Jets Supply Company. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



AJV 1015

Quote Date: 6/21/2023

Buyer: Rodders & Jets Supply
Mike Butner
Mike Butner
811 East Liberty Street
Sumter, SC 29151
USA

Quote: 20954

PWO: 3636

Sales Order: 6928089

Estimated Ship Date: TBD

Ship To: Rodders & Jets Supply
Ship to Location TBD at time of Shipment
8062 Clinard Farm Road
High Point, NC 27265

Customer: CITY OF HIGH POINT, NC

Customer PO: 042123-04

Chassis Description: Vacall Supplied, New, Freightliner, 450 HP, Auto,
No BOC, Non-CARB, H2

Chassis Arrival Date: TBD WILL ADVISE

Chassis Make: Freightliner

Chassis Model: 114SD/SFA

Chassis Year:

Chassis VIN#: TBD

GVW: 66,000

Supplied By: Vacall Supplied

Chassis Paint Code: L0006EB White Elite BC ; 14405143

Spec Code: H2 24 1 282" WB 198" CA

HP: 450 @ 1625 RPM

Vacall Part#: _____

Transmission: Allison 4000 RDS Automatic 6-Speed

Engine Model: Detroit DD13 12.8L 450 HP

The following is the quote confirmation for a AJV 1015. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
AJV 1015	1	10 CUBIC YARD/1500 GALLON		\$267,834.00
Chassis				
_____	1	Electric Back Up Alarm	\$0.00	\$0.00
_____	1	Fenders	\$0.00	\$0.00
_____	1	Mud Flaps Behind Rear Tires	\$0.00	\$0.00
_____	1	Rear Dot Under Ride Protection (Bumper)	\$0.00	\$0.00
_____	1	Tow Hooks - Front	\$0.00	\$0.00
_____	1	Factory Mounting Tandem Axle	\$0.00	\$0.00
_____	1	Tow Hooks - Rear	\$337.00	\$337.00
Paint				
_____	1	Powder Coat Subframe, Power Frame, Hose Reel Mount And Base, And Exhaust Silencer Black	\$0.00	\$0.00
_____	1	Air/Water Separator Exterior Only Powder Coated Black	\$0.00	\$0.00
_____	1	Debris Tank Galvanized With The Supreme Finish	\$7,739.00	\$7,739.00
14405143	1	Powder Coat Unit Gradall STD White Dupont N0006 Pt#14405143 (Excludes Cab / Chassis)	\$0.00	\$0.00
Power Module				
_____	1	Direct Drive For Vacuum Pump	\$0.00	\$0.00
_____	1	Hydraulic Temp / Level Sight Eye	\$0.00	\$0.00
_____	1	Shut-Off Valve(S) On Suction Side	\$0.00	\$0.00
_____	1	Transfer Case	\$0.00	\$0.00
_____	1	Variable Volume 2.7 Cir Hydraulic Piston Pump Direct Mounted To Omsi Tc For Hydraulic Functions	\$0.00	\$0.00
_____	1	Hydrostatic Drive For Water Pump Flows To 85gpm@2000psi (115 HP Max)	\$0.00	\$0.00
_____	1	Platform And Steps On Power Frame	\$1,222.00	\$1,222.00
_____	1	Transfer Case Remote Sight Glass And Fill	\$669.00	\$669.00
Debris Tank				
_____	1	Single Hoist Cylinder	\$0.00	\$0.00

	1	Stainless Steel Float Ball Shut-Off	\$0.00	\$0.00
	1	Tailgate Power Up / Down, Hydraulic Locks	\$0.00	\$0.00
	1	Single Debris Body Safety Prop	\$0.00	\$0.00
	1	Single Rear Door Safety Prop	\$0.00	\$0.00
	1	Stainless Steel Float Ball Cage	\$1,095.00	\$1,095.00
	1	Carbon Steel Splash Shield	\$1,718.00	\$1,718.00
	1	Float Level Indicator With Stainless Steel Ball (Not Used With Recycler Option)	\$593.00	\$593.00
	1	Ground Level Grease Fitting For Float Level Indicator (Not Used With Recycler Option)	\$1,164.00	\$1,164.00
	1	Ground Level Grease Fitting For Hoist Cylinder	\$1,097.00	\$1,097.00
	1	Ground Level Grease Manifold For Tailgate Hinge And Lock Assembly	\$2,074.00	\$2,074.00
	1	Internal Tank Flusher-Full Flow (Not Required with Recycler Option)	\$3,334.00	\$3,334.00
Debris Tank Decant				
	1	6" Decant Port On Rear Door With 6" X 20'-0" Layflat Hose & Storage Basket	\$0.00	\$0.00
	1	4" Valve On Sludge Pump Inlet - Brass Slide Gate	\$669.00	\$669.00
	1	6" Diameter X 12" Tall Bolt On Standpipe On Sludge Pump Port With Strainer On Top	\$1,412.00	\$1,412.00
	1	6" Drain Valve - Brass Slide Gate	\$1,320.00	\$1,320.00
	1	6" Male Camlock On Decant Valve With Camlock Cap & Lanyard Also Includes 6" Layflat Hose With Camlock	\$557.00	\$557.00
	1	Blaster Valve / Decant Port	\$414.00	\$414.00
	1	Decant Port Screen (Standard)	\$754.00	\$754.00
	1	Sludge Pump System On Rear Door 4" Hydraulic (710 GPM@10' Head)	\$6,462.00	\$6,462.00
Water Tank				
	1	4" Air Gap Water Tank Fill	\$0.00	\$0.00
	1	Water Tank Electronic Level Indicator In Front Control Panel Display	\$0.00	\$0.00
	1	Sight Level Tube On Passenger Side Water Tank	\$439.00	\$439.00
High Pressure Water System				
	1	Drain Valve In Water Pump Supply Line	\$0.00	\$0.00
	1	Pressure Relief Valve	\$0.00	\$0.00
	1	Strainer On Water Pump Inlet (Not Used On Recycler Models)	\$0.00	\$0.00
	1	Valve On Water Pump Inlet	\$0.00	\$0.00
	1	Water Distribution Manifold (Centrally Located)	\$0.00	\$0.00
	1	Cold Weather Recirculation - Without Recycler Drivers Side Self-Winding Handgun Hannay Hose Reel W/ 50 Foot 1/2" Hose And Handgun (800 PSI @ 20 GPM)	\$3,155.00	\$3,155.00
	1	85 G.P.M./2000 PSI - F.E. Myers Dp85-20 - 115 HP	\$4,780.00	\$4,780.00
	1	Air Purge System	\$522.00	\$522.00
	1	Low Point Drain - Front Mount	\$952.00	\$952.00
SPECIAL				
	1	Hydraulic Lateral Cleaning Kit Free Wheel Out- See 2190300049 w/ 250' of 1/2" hose comes with (2) 25GPM@2000 PSI Nozzles	\$6,165.00	\$6,165.00
	1	Degreaser Injection System With 25 Gallon Poly Tank, Electric Pump And Shutoff Valve	\$4,136.00	\$4,136.00
Vacuum System				
	1	Cyclone Separator With Drop Box Clean Out	\$0.00	\$0.00
	1	Stainless Steel Strainer Basket In Cyclone Separator	\$1,023.00	\$1,023.00
	1	8x24 Vac Pump 4000CFM@ 18"HG (245"H2O) 200HP @ 2470 RPM With(2) Vac Relief Valves	\$1,285.00	\$1,285.00
	1	2" Brass Ball Valve Mounted On Bottom Of Blower Exhaust Silencer	\$371.00	\$371.00
	1	2" Brass Ball Valve Mounted On Bottom Of Cyclone Dropout Box	\$371.00	\$371.00
	1	Air Operated 4" Vacuum Relief Valve Controlled At Control Panel & Handheld Pendant	\$1,859.00	\$1,859.00
Boom				
	1	Front Mounted Hydraulic Boom (180 Degree Rotation)	\$0.00	\$0.00
	1	Hydraulic Extending Boom	\$0.00	\$0.00

	1	Extra Heavy Duty Steel Elbow	\$1,323.00	\$1,323.00
	1	Lube Chart	\$349.00	\$349.00
	1	Remote Grease Fitting For Boom Rotation And Extension	\$3,340.00	\$3,340.00
Hose Reel - Main				
	1	Direct Drive Hose Reel	\$0.00	\$0.00
	1	Hydraulic Hose Reel Tilt (Electric Over Hydraulic)	\$0.00	\$0.00
	1	Reel Pivot-180 Degree With Air Brake	\$0.00	\$0.00
	1	Front Reel With 800' Capacity (1" Hose)	\$0.00	\$0.00
	1	Dual Roller Telescoping Level Wind	\$925.00	\$925.00
	1	Digital Sewer Hose Footage Counter Displayed At Operators Station	\$1,328.00	\$1,328.00
	1	Remote Grease Manifold For Rotate Bearing 2 Swivels,Pillow Block & Pivot Pins 6 Total Hose Reel	\$1,040.00	\$1,040.00
Operator Controls				
	1	Blower Hourmeter (At Front Control Panel Lcd Display)	\$0.00	\$0.00
	1	Boom Control Joystick Recessed For Protection	\$0.00	\$0.00
	1	Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J1939 Can Communication	\$0.00	\$0.00
	1	Emergency Stop	\$0.00	\$0.00
	1	Hydraulic Pressure Gauge	\$0.00	\$0.00
	1	Ip66 Sealed Exterior Electrical Controls And Wiring Harness W/Protective Cover That Exceeds Nema 4 Ratings	\$0.00	\$0.00
	1	Tachometer / Hourmeter On Color LCD Display Module	\$0.00	\$0.00
	1	Throttle Control At Hose Reel Control Panel	\$0.00	\$0.00
	1	Transfer Case Shift Controls In Cab	\$0.00	\$0.00
	1	Two Channel Camera System With 7" Swivel Color LCD Monitor	\$0.00	\$0.00
	1	Vacuum Gauge On Color LCD Display Module	\$0.00	\$0.00
	1	Water Pressure Gauge On Color LCD Display Module	\$0.00	\$0.00
	1	Water Pump Hourmeter (At Front Control Panel Lcd Display)	\$0.00	\$0.00
	1	Water Pump On/Off Switch	\$0.00	\$0.00
	1	Drivers Side Mounting Of Water Manifold And Hydraulic Control Valve.	\$0.00	\$0.00
	1	Blower Temp Gauge & Connection To Air Operated Relief Valve	\$611.00	\$611.00
	1	Boom, Body And Tailgate Aux. Hydraulics (Powered By Hose Reel Power Pack)	\$2,048.00	\$2,048.00
	1	Camera System - Two Channel 7" Swivel Colored LCD Monitor With (1) Additional Camera. Additional Camera Mounted Per 2190170016. (Front Mounted Hose Reel)	\$757.00	\$757.00
	1	Debris Tank High Level Light Hooked To Vacuum Relief (Reqs. Float Level Indicator)	\$989.00	\$989.00
	1	Low Water Light And Horn Combination	\$525.00	\$525.00
	1	Over Ride Switch For Low Water And Or High Debris Horn	\$270.00	\$270.00
	1	Reel Shift For Transfer Case	\$2,122.00	\$2,122.00
	1	Wireless Remote Control To Control All Boom Functions, Throttle, Vac Relief Valve, E-Stop (Returns Eng To Idle) Water Pump Speed Control. Includes 2130200038 Belt Clip Style Wireless Pendant Lanyard	\$3,828.00	\$3,828.00
Lighting				
	1	LED D.O.T. Lighting (Includes Stop,Tail,Turn And Back-Up)	\$0.00	\$0.00
	1	Boom Work Lights-Two	\$630.00	\$630.00
	1	Power Module Work Lights- (2)	\$534.00	\$534.00
	1	Rear Mounted Traffic Advisor-Bar Type LED Whelen Tacf85	\$1,446.00	\$1,446.00
	1	Rear Work Light - Two	\$582.00	\$582.00
	8	Whelen Single Marker Light Style Flat Strobe. (Specify Quantity & Location).	\$591.00	\$4,728.00
	1	Hand Spot (LED) W/20' Cord, Retractable Reel	\$1,059.00	\$1,059.00
NOTE	1	Above 8 Whelen Single Marker Lights - Clear	\$0.00	\$0.00

Lens - White - To Be Mounted On Water Tank
Outriggers And Side Facing On Front Bumper
On Both DS And PS Like 2190190061 And At
Rear Of DS And PS Water Tanks On Tail Light
Assemblies Like 2190190042

Toolboxes

	1	Tube Rack Mounted On Silencer	\$0.00	\$0.00
	1	One Lockable Tool Box, Aluminum (18 X 18 X 36)	\$525.00	\$525.00
	1	Additional Lockable Tool Box, Aluminum (18 X 18 X 60)	\$1,764.00	\$1,764.00
	2	Front Bumper Toolbox Aluminum	\$954.00	\$1,908.00
	1	Toolbox Back Of Cab X-Body Aluminum 1 Door Each End 96" X 36" X 16" (Verify Chassis Selection)	\$3,078.00	\$3,078.00
	2	Traffic Cone Holder	\$272.00	\$544.00
	1	Air Operated 3 Tube Rack Mounted To Tailgate	\$6,443.00	\$6,443.00
NOTE	1	Replace The 4-Tube Rack Weldment, Lower Base On Silencer With Part Number 2160010038 (Older Version)	\$0.00	\$0.00

Packaged Items

80363250	1	Fire Extinguisher (5#)	\$0.00	\$0.00
VA34240095	1	Emergency Road Kit	\$0.00	\$0.00
	1	Pendant Remote Control	\$0.00	\$0.00
	1	Tigertail Hose Guide (One)	\$0.00	\$0.00
2130360004 & 2130360003	1	1" Blue Star Standard Nozzle 87 GPM @ 2000 PSI PN 2130360004 & 1" Blue Star Arrow Nozzle 87 GPM @ 2000 PSI PN 2130360003	\$0.00	\$0.00
43NZA30190-S16S	1	Small Nozzle Skid 1" X 3-7/8" X 15" Long	\$0.00	\$0.00
	1	24' X 8" Bandlock Type Aluminum Vacuum Tubes, (2) 4.0' VA40020002, (2) 5.0' VA40020003, (1) 3.0' VA40020001, (7) 8" Clamps VA40010071, (7) 8" Gaskets VA38010018, (1) VA40020033 8" X 3'-0" Nozzle Aluminum Alligator (Catch Basin Nozzle)	\$0.00	\$0.00
	1	10' X 1" Leader Hose	\$213.00	\$213.00
VA40010071	2	8" Travis Irrigation Clamp	\$43.00	\$86.00
VA40020005	2	8" X 6' Band Lock Type Aluminum Tube	\$299.00	\$598.00
VA95000109	1	Fill Hose 25' X 2 1/2" With Camlocs	\$384.00	\$384.00
Manuals	1	(1) Paper Copy Provided For Operator & Safety Manual	\$0.00	\$0.00

Machine & Attachment List Price: \$370,963.00

Less Discounts 4.00%: (\$14,838.52)

Total Machine & Attachment Net Price: \$356,124.48

5% Steel Surcharge \$17,806.22

Additional 1 Year Extended Warranty \$1,250.00

Vacall Supplied, New, Freightliner, 450 HP, Auto, No BOC, Non-CARB, H2 : \$144,639.00

Net Option:

Chassis 5yr/100K extended warranty \$3,860.00

Detroit DD13 5yr/100k extended warranty \$4,310.00

Axles 5yr/200k extended warranty \$790.00

Allison Trans 5yr unlimited miles extended warranty \$1,510.00

Dealer Sourced Nozzle Package \$12,000.00

Dealer Supplied 800' x 1" Sewer Hose \$5,940.00

Freight Description:

FOB High Point : \$1,600.00

Total Net Price: \$549,829.70

Terms: XJ1 - Sourcewell Vacall Contract # 101221 - Net 30

Standard Warranty: **Module:** 1 Year. **Debris Body:** Untreated Steel or Weathering Steel - 1 Year. **Water Tank:** Polypropylene - 1 Year, Aluminum - Lifetime. **Corrosion** 5 Years.

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Comments Section:

CUSTOMER REQUIRES OLD STYLE TUBE HOLDER ON SILENCER WITH RUBBER STRAPS ON UPPER
WOULD LIKE TO HAVE RUBBER STRAPS ON THE REAR DOOR AIR OPERATED RACK AS WELL

Note: The above quote is valid until 7/21/2023

Model Specs:

Buyer agrees that by signing this Machine Quote and Order it has agreed to purchase the equipment and/or parts and attachments identified herein and has read and agreed to either: (i) Gradall's terms and conditions in a validly executed dealer agreement if the Buyer is an authorized dealer or (ii) Gradall's Standard Terms and Conditions of Sale located at <https://www.giquote.com/terms> which are hereby incorporated by reference with the same force and effect as though fully set forth herein, if the Buyer is a direct customer.

NAME: _____

DATE SIGNED: _____

Contact Information:

Mike Butner, RODDERS AND JETS SUPPLY CO, PO Box 2577, Sumter, SC 29151 , Phone: 800-293-2012 , Fax: 803-773-3666 , Email: roddersandjetsco@aol.com

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CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution – North Carolina Department Of Transportation (NCDOT) Section 5303 Planning Grant Agreement

From: Angela Wynes

Public Hearing: n/a

Attachments: 1. Grant Award Letter
2. Resolution

Meeting Date: July 17, 2023

Advertising Date / n/a

Advertised By:

PURPOSE: Execute an agreement with NCDOT for the federal and state share of the FY24 Section 5303 planning grant.

BACKGROUND: The City of High Point was awarded Section 5303 funds in the amount of \$73,200 to assist with transit planning activities. This funding represents 90% of the projected costs. These funds are used to cover staff time and expenses related to activities such as route and schedule planning, compliance with civil rights regulations, and developing projects for the Metropolitan and State Transportation Improvement Programs.

BUDGET IMPACT: The City's matching share of \$8,134 is included in the FY24 budget.

RECOMMENDATION / ACTION REQUESTED: Staff requests City Council approve the Resolution with NCDOT authorizes the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for approved expenditures.

RESOLUTION
AUTHORIZING **CITY OF HIGH POINT**
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____ and seconded by
_____ for adoption of the following resolution, and
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, _____, **City Clerk**, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **City of High Point** duly held on the _____ day of **July 2023**.

Signature of Certifying Official



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

May 24, 2023

Ms. Tasha Logan-Ford, City Manager
City of High Point
716 W. Martin Luther King Jr. Drive
High Point, North Carolina 27262

RE: FY2024 Metropolitan Planning Grant Program (Section 5303)
Project No.: 24-08-113
WBS Element No.: 36230.19.23.6
Period of Performance: 7/1/2023-6/30/2024

Dear Ms. Logan-Ford:

On May 4, 2023, the Board of Transportation approved your organization's request for an FY24 Metropolitan Planning Grant in the amount of \$81,334. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
CC: Angela W. Wynes, Transit Manager
Attachments

CITY OF HIGH POINT

AGENDA ITEM



Title: Sole Source – Minsait ACS
Upgrade of SCADA Controls System

From: Tyler Berrier, PE; Electric Utilities Dir.

Meeting Date: July 17, 2023

Public Hearing: N/A

Advertised By: N/A

Attachments: Attachment A: Sole Source Form
Attachment B: ACS Proposal

PURPOSE: The Electric Utilities Department, wishes to upgrade our SCADA system. Supervisory Control and Data Acquisition (SCADA) systems are used for controlling, monitoring, and analyzing industrial devices and processes within our Electric Grid. This system allows the electric department to operate the grid and capture data. This upgrade will allow us to integrate this current system into our newly developing AMI architecture.

BACKGROUND: Minsait ACS is the system utilized by the Electric Utilities department currently for SCADA. This sole source request will permit for standardization and compatibility.

BUDGET IMPACT: Funds are included in the Capital Budget for this request.

RECOMMENDATION / ACTION REQUESTED: We are recommending that the City Council adopt this sole source in the amount of \$118,133 for SCADA System upgrades and authorize the appropriate City Official(s) to execute all necessary documents.

Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: Minsait ACS, an Indra Company

Item(s): Minsait ACS PRISM

Justification:

The PRISM platform includes PRISM SCADA solutions, DMS solutions, OMS solutions, and NTX Series products and services. The PRISM solutions are solely manufactured by Minsait Advance Control Systems in Atlanta, GA. All PRISM systems, software and parts are provided and serviced by ACS. ACS maintains all copyright privileges for their products and these products must be purchased directly from the company.

Estimated expenditure for the above item(s): \$118,133

Accounting Unit and Account(s):

631799-533701-631001001905-40201

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

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

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

Department Head/Authorized Personnel

John R. Berrier

Digitally signed by Tyler Berrier
Date: 2023.07.06 07:15:41 -04'00'

Department/Division

Electric Utilites

Date

7-6-2023

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

June 30, 2023

To: High Point Electric Utilities Department

816 E Green Drive

High Point, North Carolina 27260

Attn: Scott Foster

scott.foster@highpointnc.gov

(336) 883-3133

Offer Number: PR-2303-7538

Description: PRISM 12 Upgrade

Dear Mr. Scott Foster,

Minsait ACS, an Indra Company, is pleased to present to **High Point Electric Utilities Department** this offer to perform an upgrade of your Minsait ACS PRISM system to our newest release of core PRISM software.

Our records indicate that your current system is running PRISM 11.0 on Red Hat Enterprise Linux 6.X. In order to continue to effectively support your system and ensure that you have the latest features and performance capabilities Minsait ACS has to offer; it is important that you consider a PRISM upgrade currently.

As requested, this proposal includes:

- Upgrade PRISM 11.0 to PRISM 12 and includes:
 - Redundant UX server architecture
 - Replacement of existing HP hardware
 - Modify per each instance

Minsait ACS appreciates the opportunity to provide **High Point Electric Utilities Department** the latest release of PRISM and looks forward to working alongside one another.

Sincerely,



Steven Alexander

National Sales Director

(678) 906-9894

steven.alexander@acspower.com

steven.alexander@acspower.com

ACS, an Indra Company

High Point Electric Utilities Department

PRISM 12 Upgrade & eAlarm Option

Firm Offer

Offer No.: PR-2303-7538

Rev: 1

Date.: June 30, 2023

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1 Introduction

Minsait ACS is pleased to present this offer in response to your request for the upgrade of the existing PRISM system. With this upgrade, High Point Electric Utilities Department will receive Minsait ACS' newest system, PRISM 12.

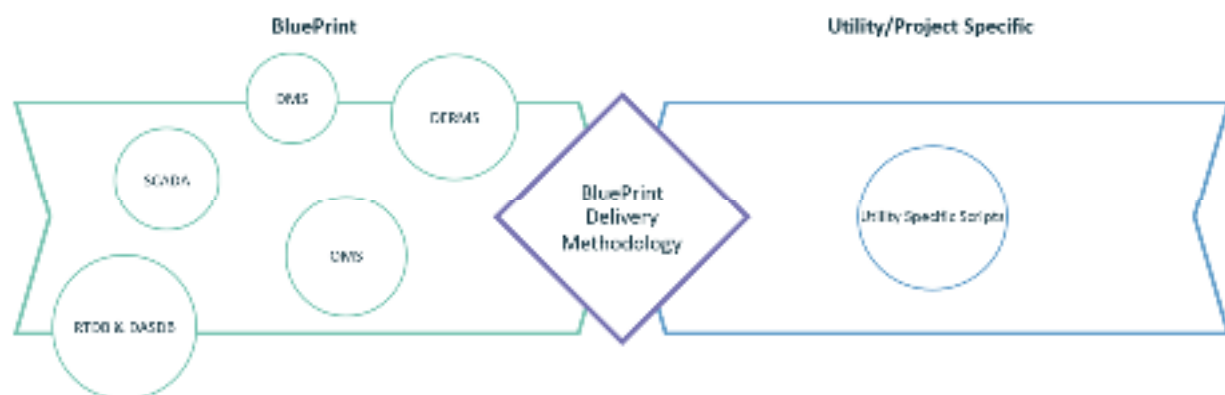
The latest version of our software includes an enhanced browser-based user interface with informative, flexible, and configurable layouts allowing each individual user easy access to information most pertinent to their role, an updated display editor, and many more improvements. The remainder of this proposal details these improvements.

We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

2 Solution Description

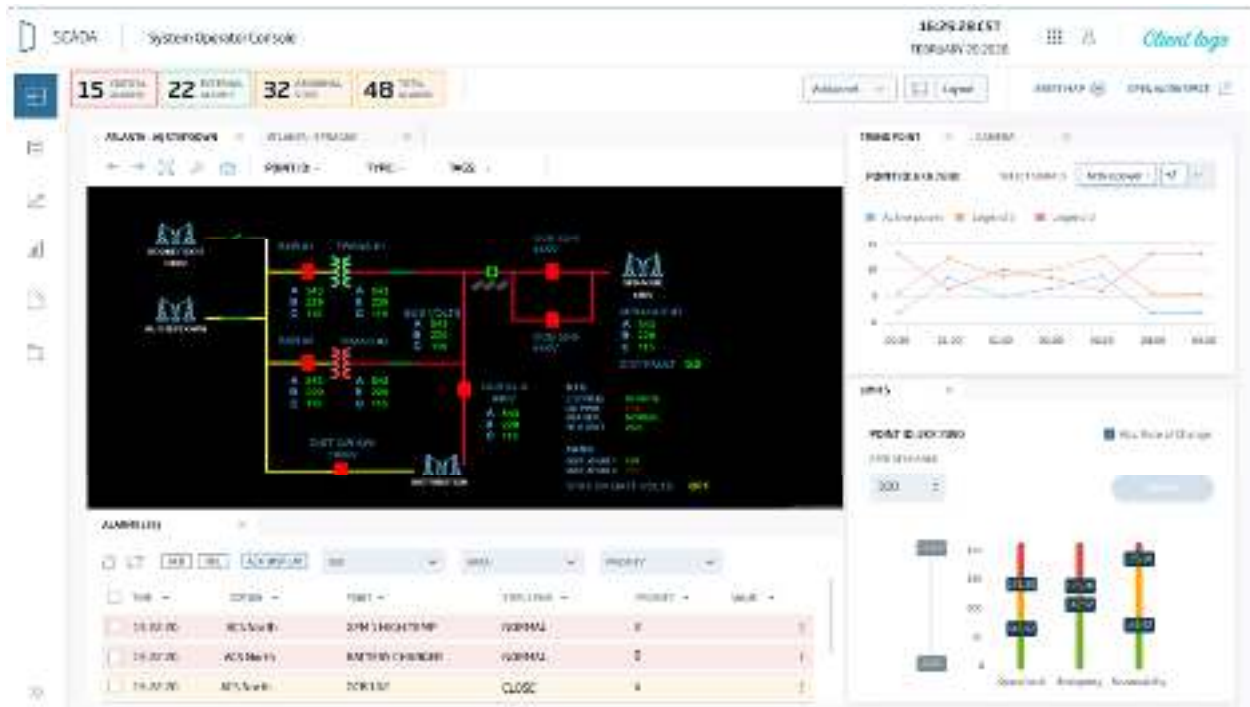
With every PRISM 12 system comes Minsait ACS' BluePrint delivery methodology. BluePrint is the delivery methodology in which software for Minsait ACS applications already reside on each system that is delivered. This step allows Minsait ACS and High Point Electric Utilities Department to be confident that the correct software is installed on each system in a standard way. From here, High Point Electric Utilities Department will have their software configured appropriately for the needs of their system and consumers.

If High Point Electric Utilities Department has custom applications or custom changes that differentiate it from a standard delivery, these customizations will be implemented under specific custom folders already located in the standard delivery model. Also included in the BluePrint methodology is the ever-current system, which means that Minsait ACS will be releasing application updates for Linux and PRISM applications on a periodic basis to be sure each customer is running the latest of our software.



2.1 PRISM Oneview

With PRISM 12, Minsait ACS introduces Oneview, a new and intuitive user interface for system operators to access the PRISM system. Oneview is browser-based, with informative, flexible, and configurable layouts allowing each individual user ease of access to information most pertinent to their role.



The figure above depicts a typical workspace a PRISM SCADA operator may use. The workspaces are configurable using modular panels that can be added/removed, resized, repositioned, or consolidated into a user-sized portion of the workspace.



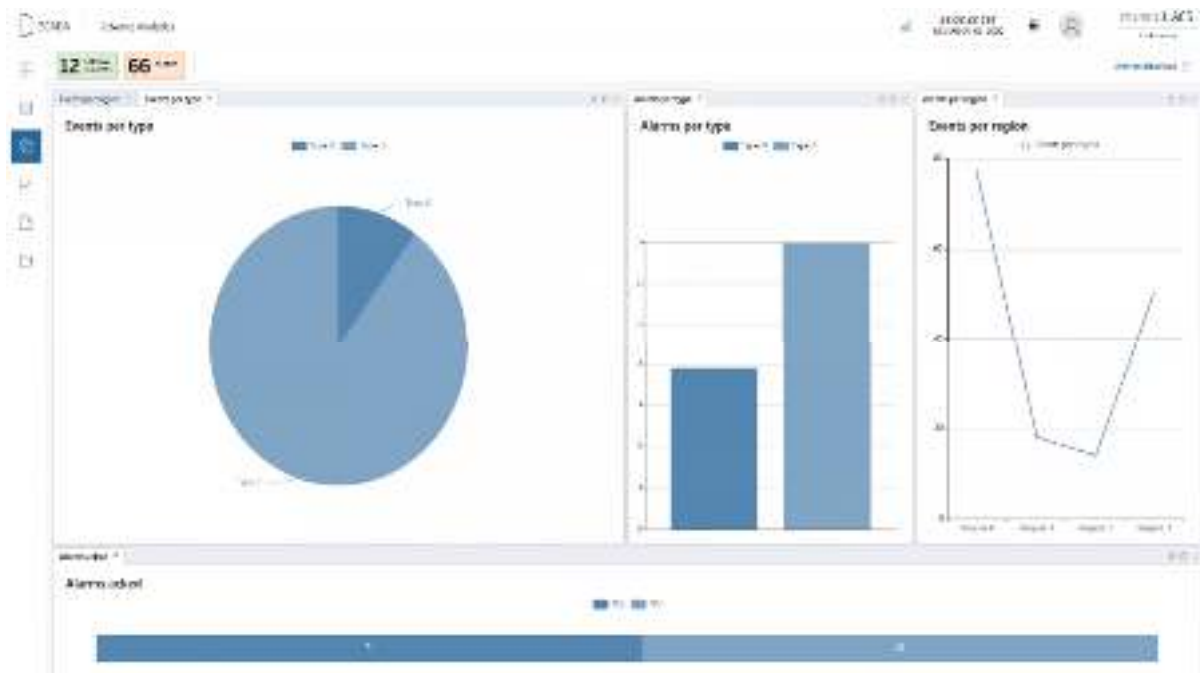
Within the display panel and when interacting with dynamic objects, Minsait ACS introduces the speed dial. The speed dial provides operators an easy way to view associated trend points, access the control dialog, add/edit tags, and view 24 hours of event history for the associated point.

For reporting needs, the new PRISM user interface includes a tabular summaries selection that displays real-time alarm, abnormal, event, tag, and telemetry reports. Users are able to sort on, add/remove information columns from the report field, and export.



The system operator will have trending capabilities and the ability to create dynamic reports that will populate administrator defined report templates.

With the delivered system, predefined widgets within the Advanced Analytics tab allow operators an overview and user defined look at key KPIs. As with the operator workspaces, the Advanced Analytics panels can be defined, resized, and saved.



2.2 PRISM Designer

With the upgraded PRISM System, users will have access to Minsait ACS' enhanced drawing software, PRISM Designer. PRISM Designer offers a more user-friendly approach to the creation of displays. PRISM Designer allows enhanced customization of system displays that was not available in DrawV.

Users will now be able to hide and move the toolbar with simple click and drag mouse movements. The toolbar is now capable to be moved to anywhere on the drawing window, the toolbar can also be placed outside of the drawing window as seen below. For larger drawings where window space is scarce, toolbars can now be hidden, creating a larger window for easier user access.

Multiple displays can now be opened up concurrently and shared on the same window, allowing for enhanced controls of all displays. For ease, Minsait ACS has created hotkeys to open, close, and save displays.

2.3 Upgrade Considerations

2.3.1 Software Requirements

Software License	Requirements
PRISM 12 – 64 bit	O.S: Red Hat Enterprise Linux 7 & 8
Red Hat 5.x and 6.x nodes	PRISM systems should <u>NOT</u> contain a mix of Red Hat 5.x and 6.x nodes. This creates maintenance issues and complicates support and future upgrades.
<u>Important Note:</u> All nodes must be the same Red Hat Enterprise Linux and PRISM version.	
<u>Disclaimer:</u> PRISM 12 is not compatible with RHEL v6.x and lower versions. Therefore, Minsait ACS cannot resolve any issues related to PRISM 12 when running on these operating systems.	
<u>Other Software requirements</u> - DASdb 6.0 or later (if applicable) - Oracle 12C R1 or higher if genHDA - Customer applications using the Minsait ACS application programming interface (API) will require re-compilation with 64-bit libraries	
<u>For systems with eAlarm, the following is assumed:</u> - Mail server properly configured by the utility - IP address of the mail server available - Customer's SCADA has an open pathway (port) to their existing mail server- No authentication required. - Dedicated AOA in the database by the utility - Individual data points in the database configured by the utility	

2.3.2 Hardware Requirements

Hardware	Requirements
Server/ Memory	- HP ProLiant DL380 G10 Server or later versions should replace all previously deployed Linux servers 64 GB minimum for systems with maps and servers – the more the better
Workstation /Memory	- HP Z6 PC workstation should replace all previously deployed Linux workstations 32 GB minimum recommended for workstations 32 GB minimum for workstation-based masters
Older HP Hardware HP ProLiant DL380 G9 HP z640 workstation	- Certified for Red Hat Enterprise Linux 8 - Discontinued by HP/ Not supported anymore - To be handled on a case -by-case basis - More memory required
Important Note: - If PRISM 12 is deployed on older generations of servers or workstations not supported anymore by the original manufacturer, any issues will have to be replicated on the newer generation to exclude any hardware related issues. - Minsait ACS standard server and workstation should be used to avoid system maintenance issues and complicated support - PRISM 12 utilizes Sound Server as an audio source, certain audio may be affected by this	

2.4 Cost and System Considerations

- The license upgrade to PRISM 12 is covered under the Minsait ACS Full Subscription Support Agreement. Therefore, all existing Minsait ACS software licenses under the programs will be upgraded to the latest revision at no license cost.
- Minsait ACS has developed an automated tool to guarantee consistent qualification of both the core Linux OS and all PRISM files and applications on the target system.
- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

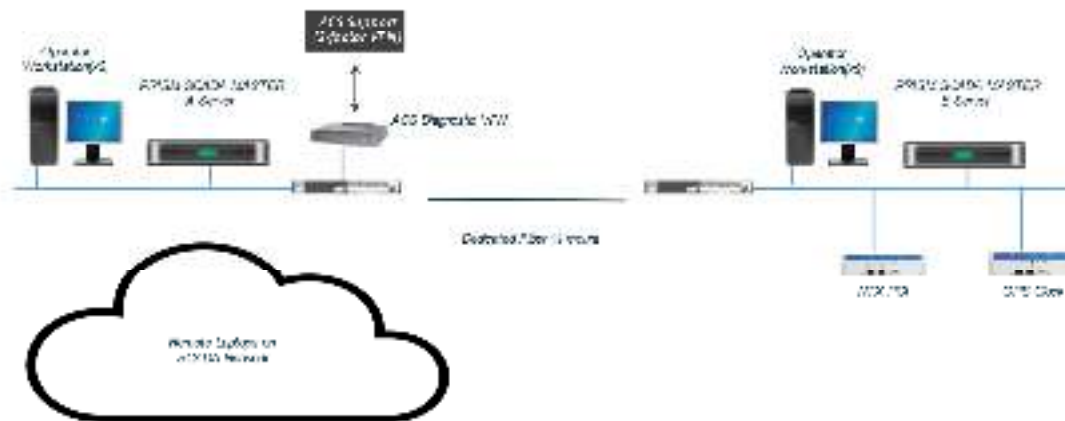
For the proposed project, Minsait ACS assumes the following:

- Customer will be responsible for all networking connections.

2.5 Proposed PRISM System Architecture

The proposed PRISM System architecture is as follows:

High Point Proposed Network



3 Scope of Supply

3.1 System Hardware

Item	Qty.	Description
1	2	PRISM Master Servers A & B HPE DL380 G10 8SFF CTO Server Configured with: • HPE Xeon-Gold 5115 2.4GHz 10C FIO PROC • 32 GB (2 x 16GB) RDIMM DDR4-2666 Memory • HPE Universal Media Bay • HP 9.5mm SATA DVD-RW • 1.2 TB (2 x 600GB) 12G 15K SAS SFF SC DS HDD • HPE P408i-A 12G SAS Controller • HPE SAS Cable Kit • 2 x HPE 800W FLEC Slot PLAT Power Supply • 2 x HP Power Cord • HP 2U SFF Easy Rail Kit • HP 2U CMA For Rail Kit • HP Raid 1 Drive 1 FIO Setting • Linux Installer Kit
2	2	Network Switches HP Aruba 2930F 24G 4SFP+ Network Switch
3	1	NTX PCI NTX-PCI528-2 (8 ports)
4	1	VPN ACS 2 -Factor VPN Router

3.2 System Software

3.2.1 Existing System Software

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS/ 3rd party software at no license cost.

Item	Qty	Description
5		PRISM Software
	1	PRISM Master Workstation-based License - System
	1	PRISM Master Redundant System License - System
	1	DNPnet Network Comm protocol - system license
	2	PRISM System Restore Standard
	8	MS Windows OS
	2	Red Hat Enterprise Linux
	1	ePRISM – 20 users

3.3 Project Services

The following section serves to provide High Point Electric Utilities Department a detailed overview of the services that will be performed during the PRISM Upgrade.

3.3.1 Project Approach

The Minsait ACS Project Manager will direct a core project team to facilitate the timely and thorough implementation of all phases of the PRISM Upgrade project relating to the defined scope of supply. The Project Manager will be responsible for the coordination of all project work relating to this project, and all communication between Minsait ACS and High Point Electric Utilities Department. Project Management activities will be based on Minsait ACS' ISO9001 Quality Assurance process which was largely derived from the Project Management Institutes standards, and include:

- Project Kickoff Meeting and Project Scope of Work definition
- Submittal and maintenance of Project Schedule
- Tracking of all project correspondence
- Submittal and tracking of all required project documentation
- Project meetings / progress reports
- Coordination of all Minsait ACS testing activities
- Coordination of all Minsait ACS commissioning activities
- Submittal of all payment milestones in accordance with the contract

In order for the system applications to run correctly, a large amount of data is required from High Point Electric Utilities Department. Minsait ACS has developed standard templates and documentation to help explain and gather the required information from the existing PRISM System.

3.3.2 Project Initiation

3.3.2.1 Project Kick-off Meeting

The project kickoff meeting is held with High Point Electric Utilities Department project personnel to request any information required for successful delivery of the upgrade, and to understand the expectations and definition of success for the system upgrade.

The Minsait ACS project manager will lead discussions of:

- Scope of work, as per the purchased list of deliverables.
- For specific software solutions, input or requirement forms will be sent.

- Specific system information: IP Addresses List and Host Names
- List of Users and Roles for SCADA
- Custom scripts running on existing system
- High Point Electric Utilities Department project manager contact name and shipping address to send an external USB drive to copy existing system files for conversion, and email address for sending signature emails for invoice notifications, general schedule of work and estimated delivery date of the solution.

The project then transitions to the Planning phase.

3.3.3 Planning

After the customer kickoff meeting, the planning stage begins with the project manager taking the information from the kickoff meeting to prepare for successful delivery of the system.

The Project Manager will:

- Create the Statement of Work (SOW)
- Build the statement of work (SOW) document by documenting the equipment that must be procured, which existing equipment will remain or be removed within the current system, new software that must be procured, existing software that will remain within system
- Procure
 - Any necessary hardware
 - Software

The Project Engineer will:

- Acquire needed High Point Electric Utilities Department system data
- Access the existing system to gather pertinent information such as:
 - Current processes running on system
 - Current scripts running in system scheduler
 - Current system environment variables
 - SCADA profile information
 - Any special applications, scripts, or Scheduled jobs running in system
- Update or create the system network diagram
- Scheduling a meeting for IT network professionals to discuss network addressing requirements.
- Work with High Point Electric Utilities Department to create of the preliminary project schedule using the above information
- Log into High Point Electric Utilities Department existing system to retrieve copies of the PRISM SCADA databases through the Minsait ACS Diagnostic VPN router.

- Take log of all binaries, scripts, and processes that exist on the current system

High Point Electric Utilities Department's responsibility:

- Provide access as needed to existing system for uploads
- Facilitate responses to questions and requests for information

After review and finalization of the Statement of Work is complete, a detailed schedule is reviewed with all parties and baselined. Project resources are assigned and scheduled.

The project then transitions to the Execution phase.

3.3.4 Execution

Once all the hardware is received at the Minsait ACS Factory, the system will be staged on the manufacturing floor.

- All PRISM machines are base loaded with the PRISM Blueprint image and assigned the appropriate IPs and Host Names.
- An IT/network meeting will be held to verify the network configuration.
 - High Point Electric Utilities Department's IT department may be required to ensure understanding of the network environment that the new solution will be installed.
- The database retrieved during the Planning phase (from external USB drive) is installed into a PRISM master and converted to new version.
- The system's existing graphic displays are migrated/converted into PRISM and installed.
- Device objects and symbol libraries are examined and updated, as necessary.
- PRISM applications are loaded and configured with High Point Electric Utilities Department's input gathered during the Planning phase.
- Custom scripts are migrated or obsoleted as dictated by the in-depth SOW review.
- Interconnectivity of all system components will be checked and verified.
- Compatibility of hardware and software drivers will be checked and updated, if necessary.

Once completed, the project then transitions to the Testing / Commissioning phase.

3.3.5 Testing

Upon completion of the Execution phase, the system Factory Acceptance Test is conducted by a Project Engineer.

- The standard PRISM SCADA FAT document is modified in alignment with the statement of work.
- Tests are conducted in accordance with the FAT Document.
- Any remaining issues not resolved by the end of the FAT are to be resolved prior to shipment and incorporated into the onsite/remote system Acceptance Test procedures.

Upon Completion of Factory Acceptance Testing, the system is turned over to the Quality, Test & Release (QTR) team for further testing. QTR testing certifies the correct version of binaries and scripts exist on the machine as dictated by the software release process.

- Security scans are conducted on the machines and remediation is addressed, as necessary.
- Shipping documentation is prepared and signed off for shipment.
- The System Acceptance Testing agenda is prepared by the project team.

3.3.6 Delivery, Onsite Installation, and Testing

Once the system is delivered High Point Electric Utilities Department's site.

- High Point Electric Utilities Department will stage, network, and power the equipment
- Project engineers may log in prior to traveling onsite to do preliminary checks on the system such as network connectivity.

When the Minsait ACS arrives onsite/begins remote work, The project Engineer will:

- Use the System Acceptance Testing Scope of Work document as the commissioning plan.
- Access the delivered PRISM system and applications and begin the startup process.
- Verify the Network and field connectivity as much as possible without disturbing the existing operational system.
- Cutover the communications from the old system to the new, when approval for cutover is received by High Point Electric Utilities Department.
- Performs preliminary checks for PRISM
- The Project Manager and Engineer log issues in the Variance Tracking Sheet and maintain throughout the remained for commissioning with "system-critical" issues being prioritized.
- Remaining minor issues not completed by the end of the commissioning week are logged as "punchlist items" to be addressed in the following weeks.
- This punchlist is signed by the customer to log the condition of the system upon onsite departure.

Following system acceptance testing, the project will have reached "substantial completion". A project has reached substantial completion when the project is completed and usable aside for a few minor deficiencies. When the project reaches this point, the Client and Minsait ACS will collaborate on a Punch List noting any deficiencies that need to be resolved before the Client accepts the work as complete (and releases final payment). The Minsait ACS PM will capture the agreed upon items in a Provisional

Acceptance Certificate (PAC) Letter which will be signed by both Project Managers. This will document the final items preventing final acceptance. Once signed, the teams will proceed to close out the open items. Upon completion of the PAC items, the Minsait ACS Project Manager will submit a Final Acceptance Certificate (FAC) Letter indicating the end of the project and will arrange for an official turnover with Customer Care.

The project then transitions to the Closeout phase.

3.3.7 Closeout

- Any remaining punchlist items are resolved remotely.
- A completion letter is signed by High Point Electric Utilities Department and final invoicing is conducted.
- A meeting is scheduled with customer care for internal handoff. Service and support contract is commenced
- System As-Built drawings are completed, as necessary.

4 eAlarm Event Summary and Notification Option

4.1 Solution Description

PRISM eAlarm provides the capability to send e-mail alerts for system events or critical alarms that require immediate attention. Notification may be provided for: a breaker lockout; a limit violation for an analog point; a control action by an operator; or any other system event or alarm condition within the PRISM database. You control the list of recipients for these e-mail alerts, configurable for each event type you define. In eAlarm, you specify what your utility considers to be a critical alarm or event. Selected points can be digital status or numeric telemetry. The application has the capability to define up to 20 e-mail addresses in the recipient list.

The application supports grouping alarms/events on a pre-defined interval, schedules a script to prepare an e-mail message, and uses PRISM system resources to send the message to your company mail server. The PRISM system AOA capability is used to retrieve the alarms/events.

Two modes of operation are provided:

- **Interval mode:** in this mode, the system collects a group of alarm/ event messages that have occurred during the interval and passes the information to the mail server. A single e-mail may contain more than one alarm/event messages.

- **Default mode:** when not configured for interval mode, eAlarm sends an e-mail for each individual alarm/event that you have specified. Each e-mail sent to a recipient contains only one alarm/event message.



Figure 1

By default, the alarm/event e-mail notifications from eAlarm are formatted to include the same information that is displayed in the alarm zone of the PRISM operator interface window. You can filter system alarm/event messages to ensure that only the necessary information is contained in the e-mail text.

Utilizing the PRISM system AOA capability, eAlarm may be configured to send notification to different sets of recipients for various types of system events. For example, substation crews may need to be notified only for events related to equipment within the substation, but not for events related to devices on the feeder.

4.2 Scope of Supply

4.2.1 System Hardware

Item	Qty.	Description
6	1	PRSIM Software eAlarm Event Notification and Summary

4.2.2 System Software

Item	Qty.	Description
7	Lot	Project Services ACS Project Services Include: • Project Management • Software Installation & Configuration • Software Testing

5 Pricing

5.1 PRISM System Upgrade

Item	Description	Price
5	Project Services	\$ 73,471
1-4	System Hardware	\$ 28,811
	TOTAL	\$102,282

5.2 eAlarm Notification and Summary Option

Item	Description	Price
7	Project Services	\$ 9,151
6	System Software	\$ 6,700
	TOTAL	\$ 15,851

5.3 Notes on Pricing

All optional pricing only valid if purchased concurrently with PRISM System Upgrade.

All travel & Living expenses are excluded and will be invoiced to High Point Electric Utilities Department as incurred.

Minsait ACS is fully aware of the ongoing global supply chain challenges as a result of the global pandemic. We have experienced longer lead times for 3rd party equipment such as Servers, Workstations, and networking equipment and in some cases an increase of unit prices. We are actively working with our suppliers to mitigate these risks.

Given the current situation Minsait ACS reserves the right to adjust proposed hardware prices due to increases from suppliers. Any increase will be calculated at the increased value from the supplier to Minsait ACS. If a hardware component is no longer available or for any other mutually agreeable reason, Minsait ACS reserves the right to provide a Minsait ACS deemed equivalent hardware component. Minsait ACS also reserve the right to extend project schedules if 3rd party equipment has a delayed lead-time. Any schedule modifications will be managed and documented between the Minsait ACS and client Project Manager.

All above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- Prices quoted are F.O.B Norcross, GA
- Limited to the Scope of Supply

6 Terms and Conditions

The terms and conditions governing this offer are set forth in Attachment A – Minsait ACS General Terms and Conditions of Sales. All software sold under this proposal is subject to the terms in Attachment B – Software License and Maintenance Agreement.

6.1 Terms of Payment

Minsait ACS will invoice in accordance with the payment milestone(s) described below. Payments not received within this period will be subject to interest charges.

6.1.1 PRISM 12 Upgrade

Description	Services	HW	Value
Completion of Kickoff and Delivery of Project schedule	30%	0%	\$ 22,041
Hardware Received at Minsait facilities	0%	100%	\$ 28,814
Baseload of PRISM System	30%	0%	\$ 22,041
Conversion of Database and Displays	20%	0%	\$ 14,694
Completion of In-House Factory Acceptance Test	10%	0%	\$ 7,346
Signature of Provisional Acceptance Certificate	10%	0%	\$ 7,346

6.1.2 eAlarm Notification and Summary Option

Description	Services	HW	Value
Completion of Kickoff and Delivery of Project schedule	30%	0%	\$2,745
Hardware Received at Minsait facilities	0%	100%	\$6,700
Baseload of PRISM System	30%	0%	\$2,745
Conversion of Database and Displays	20%	0%	\$1,831
Completion of In-House Factory Acceptance Test	10%	0%	\$915
Signature of Provisional Acceptance Certificate	10%	0%	\$915

6.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of \$35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding \$35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6.3 Hardware Warranty

The warranty on all 3rd party hardware (servers, workstations, switches, firewalls, etc.) is passed through to customer and is the standard warranty period and terms offered by the respective OEM. Minsait ACS offers no additional warranty or amended terms. The OEM warranty period for hardware begins at receipt of hardware at Minsait ACS.

7 Delivery

The delivery is expected to be 90 days after project start date, subject to further agreements.

Purchase orders need to include the ACS Offer Number, the ACS Terms of Payment (as stated in section 4.2 of offer), and the Customer's Billing and Shipping Information.

All purchase orders should be sent to the address below.

Minsait ACS, Inc.

2755 Northwoods Parkway Norcross, Georgia 30071

Attn: Order Entry Team

FAX: 01-770-448-0957

Email: ACSOrderEntryTeam@acspower.com

8 Validity

This Offer is valid for a period of 90 days from the date of this offer.

9 Exclusions from Offer

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

10 Supporting Documentation

Attachment A – ACS General Terms and Conditions of Sales

Attachment B – ACS Software License Maintenance Agreement

**MINSAIT ACS
GENERAL TERMS AND CONDITIONS**

1. Definitions

- 1.1 Affiliates: with respect to each Party, a company or entity which are directly or indirectly controlled by, in control of, or under common control with, such Party.
- 1.2 Control: the ability, whether directly or indirectly, of an individual or organization to direct the affairs of another, by means of ownership, contract or otherwise.
- 1.3 Customer: the company or other legal entity and the Affiliates of that company or entity (for so long as they remain Affiliates) which have accepted the Proposal and can enter into a PO under these GTC.
- 1.4 Developed IP: Intellectual Property created or developed by Minsait ACS in relation to the provision of Products and/or Services to Customer.
- 1.5 GTC: These General Terms and Conditions.
- 1.6 Intellectual Property (IP): all patents, patent applications, designs, database rights, copyright, trademarks, know how, domain names, moral rights, rights in confidential information, ideas, methodologies, templates, concepts, computer programs, softwares, source codes and all other forms of intellectual or industrial property rights whether or not registered or capable of registration and wherever in the world enforceable.
- 1.7 Minsait ACS: Minsait ACS, Inc., a company incorporated under the laws of the State of Georgia, with offices at 2755 Northwoods Parkway, Peachtree Corners, GA, 30071, USA.
- 1.8 Minsait ACS Software: the object code versions of the baseline computer software programs developed by or for Minsait ACS. Minsait ACS Software does not include and these GTC do not grant Customer a license to the source code for Minsait ACS Software.
- 1.9 Party: Minsait ACS or Customer (as relevant) and Parties means both of them.
- 1.10 Purchase Order (PO): the written order incorporating and governed by these GTC, which describes the Products and/or Services to be provided by Minsait ACS to Customer.
- 1.11 Previous IP: Intellectual Property owned or controlled by either Party on the date of the coming into force of these GTC;
- 1.12 Product: any Minsait ACS designed and manufactured RTU product or part. (i.e. NTX).
- 1.13 Proposal: the written offer, commercial and/or technical, to supply Products and/or provide Services to Customer, to which these GTC are expressly incorporated.
- 1.14 Services: any Services to be provided by Minsait ACS to Customer pursuant to these GTC and the Proposal, as set out in a PO.
- 1.15 System: any Minsait ACS deliverable involving project delivery of Minsait ACS or Third-Party Software (i.e. PRISM).
- 1.16 Third-Party Software: object code versions of the computer

software programs licensed by Minsait ACS from third parties and sublicensed to Customer. Third-Party Software does not include and these GTC do not grant Customer a license to the source code for such Third-Party Software.

2. Scope

- 2.1 These GTC are applicable and shall govern any supply of Products or provision of Services by Minsait ACS to Customer under the Proposal.
- 2.2 Customer's standard terms and conditions, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on Minsait ACS. Where however the Parties have concluded and executed a main contract, the terms as contained in such contract shall take precedence over these GTC.
- 2.3 Minsait ACS may amend these GTC from time to time by giving Customer notice in writing of the amendments at least fifteen (15) days prior to the amendments taking effect.
- 2.4 All Products are sold, and Services performed on the understanding that all licenses, permits and the like required under relevant statutes, ordinances, rules and regulations have been previously obtained by Customer.
- 2.5 Nothing in these GTC can be invoked by Customer in order to preclude, injure or in any manner restrict Minsait ACS right to supply or provide to third parties Products or Services that are equal or similar to the Products or Services supplied or provided under the Proposal.

3. Purchase Order

- 3.1 Minsait ACS agrees to supply Products and provide Services as may be assigned to Minsait ACS through the issuance of an individual PO.
- 3.2 Customer undertakes to provide Minsait ACS, in a timely manner, with all information and data, and explanations/clarifications thereof, needed for the due performance of the PO.
- 3.3 The PO will be placed by Customer electronically or by emailing a copy thereof to Minsait ACS, and shall contain, in accordance with the terms of the Proposal, the details of the Products ordered (including the specification, the delivery date and shipment address), details of the Services to be rendered (including the scope) and confirmation of the Price.
- 3.4 Each PO shall be separate and distinct from each other and the termination of a PO shall not affect the Products supplied and the Services provided under another PO unless the Parties expressly agree otherwise.
- 3.5 Should there appear to be any discrepancy or ambiguity in description or quantities in a PO, Minsait ACS shall submit the matter in a timely manner to Customer before proceeding to execute the PO.

- 3.6 No extra supply of Products or provision of Services or other material change to the nature, scope, extent or level of Products or Services shall be made unless they are consistent with the original scope set forth in the PO and unless the terms and conditions therefor shall be set forth in a written order issued by Customer and accepted by Minsait ACS (each, a "Change Order"). Upon Minsait ACS acceptance of a Change Order, Minsait ACS shall proceed with the supply of Products or provision of Services affected thereby in accordance with the Change Order and the schedule agreed between the Parties, consistent with the applicable provisions of the Proposal which are not in conflict therewith.
- 3.7 Unless otherwise agreed in writing, Customer may not cancel a PO that has been accepted by MINSAIT ACS. If MINSAIT ACS agrees to the cancellation of a PO, the Customer will be liable for any of MINSAIT ACS costs incurred prior to the date of cancellation.

4. Delivery and Limited Warranty

- 4.1 All Products to be delivered will be packed and packaged in accordance with applicable laws and specifications for the Products. Any additional packing or packing crates required by Customer shall be chargeable by Minsait ACS, after acceptance by Customer of a quotation.
- 4.2 Unless otherwise agreed, risk of loss shall immediately pass upon delivery of any of the Products. Notwithstanding the foregoing, Minsait ACS shall retain title of the delivered Products until receipt of full payment from Customer.
- 4.3 Customer shall inspect the Products delivered within two (2) days of receipt in the address provided for in the PO and shall promptly notify Minsait ACS of any defects. If Customer fails to notify Minsait ACS within two (2) days, the delivery of conforming Products shall be deemed to have occurred.
- 4.4 In the event of non-conforming Product, the Purchaser may request the return of such non-conforming Product, subject to the written agreement of Minsait ACS. This request for return shall only be taken into consideration provided that Minsait ACS has been notified of such non-conformities within the timeframe provided in the foregoing Subsection. Such request shall be duly substantiated, together with undisputable evidence (such as but not limited to pictures of the Item and / or packaging) and the non-conformity report of Customer's quality inspector. Any return made despite refusal of the request by Minsait ACS shall not be taken into consideration. If the return request is accepted, Minsait ACS shall issue a return authorization number.
- 4.5 No defect or claim in respect of Products delivered will entitle Customer to reject delivery of other Products, which are not subject to any defect or claim, delivered as part of the PO.
- 4.6 Product returns are accepted by Minsait ACS under the following conditions: (i) Products must have never been installed and returned in their original packaging; (ii) Customer has obtained and included a return authorization number from Minsait ACS; (iii) all expenses associated with the return are borne by Customer including all freight,

handling, insurance and other applicable charges; and (iv) Customer pays a minimum restocking fee on the returned Product of twenty five percent (25%).

- 4.7 Customer may request an expedite delivery. In such case, Minsait ACS reserves the right to apply and invoice a premium charge with the purpose to cover delivery process disruption costs incurred by Minsait ACS in providing this expedite delivery service to Customer.
- 4.8 Minsait ACS sole obligation under the limited warranty shall be repair or replacement of non-conforming specified NTX Products or, at the option of Minsait ACS, return of the Product and a refund of the Price. Customer assumes all risk whatsoever as to the result of the use of the Products purchased, whether used singularly or in combination with any other products or substances.
- 4.9 Minsait ACS repairs provided under warranty may utilize, after being tested to a standard consistent with Minsait ACS performance and quality requirements, refurbished parts. Upon usage, such parts shall be clearly labeled as "refurbished".
- 4.10 All costs of dismantling, reinstallation and freight, and the time and expenses of Minsait ACS personnel for site travel and diagnosis onsite under this warranty shall be borne by Customer.
- 4.11 Minsait ACS warrants its NTX produced product line, to only include the NTX-20, NTX-200, NTX-220, NTX-240, NTX-260, NTX-U20 & NTX-U57, to be free from defects in materials and workmanship for a period of ten (10) years for all NTX series and their respective modules from the date of shipment. This warranty only applies to Minsait ACS manufactured NTX products and is governed by the following guidelines:
- a) repairs shall be warranted for an additional period of ninety (90) days from the date of shipment or for the duration of the original warranty, whichever is greater;
 - b) Customer is required to obtain a RMA from Minsait ACS prior to the return of any part or product;
 - c) Customer shall be solely responsible for shipping and returning the Product to Minsait ACS for repair or replacement in accordance with the warranty terms and conditions outlined herein; and
 - d) Minsait ACS reserves the right to substitute refurbished parts and components for any and all repair work.
- 4.12 ACS limited warranty shall not apply to (i) any Products damaged by misuse, neglect, or accident caused by Customer or its agents, contractors, employees or the like; (ii) any event of Force Majeure (as defined herein); or (iii) any Products which have been improperly installed, operated, maintained, repaired, or modified, by persons other than Minsait ACS, its employees, or subcontractors. Should any information or documentation provided by Customer be inaccurate and the same leads to a defect in materials and workmanship, the warranty shall be void.

- 4.13 Minsait ACS warrants its System to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment.
- 4.14 Notwithstanding the foregoing, the following deliverables shall be free from defects in materials and workmanship as follows: (i) System upgrades are warranted for a period of twelve (12) months from the date of shipment; and (ii) Minsait ACS warrants that the Minsait ACS Software will perform without documented defects for a period of three (3) months following delivery of the Minsait ACS Software.
- 4.15 Warranties related to any Third-Party Software and hardware shall be subject to OEM's terms. For the avoidance of doubt, MINSAIT ACS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 4.16 THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY MINSAIT ACS IN CONNECTION WITH THE SPECIFIED NTX PRODUCTS, SYSTEM AND MINSAIT ACS SOFTWARE. MINSAIT ACS CANNOT AND DOES NOT MAKE ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT LINE, SYSTEM AND MINSAIT ACS SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.17 The remedies set forth in this Section shall be Customer's sole and exclusive remedy and Minsait ACS entire liability for any breach of the limited warranties set forth herein.

5. Services

- 5.1 The Services provided by Minsait ACS hereunder shall be only for the Customer's use and benefit; therefore, Customer may not reproduce or present them outside its organization without Minsait ACS prior written consent.
- 5.2 Customer acknowledges and agrees that any Services provided by Minsait ACS are done so within the limits of the Proposal and pursuant to the Customer's specific instructions. All instructions and information given by Customer must be correct, complete and duly disclosed to Minsait ACS.
- 5.3 Minsait ACS has the exclusive right to determine the personnel that will perform the Services.
- 5.4 Customer is the sole responsible for the implementation or not of any recommendation made by Minsait ACS and for the results of the Services and their consequences. All estimates and recommendations produced/provided by Minsait ACS are based on information and facts known at the present moment.
- 5.5 Services rendered pursuant to the Proposal will be subject of evaluation and acceptance by Customer. In case Customer does not manifest its acceptance or rejection within ten (10)

days after its delivery by Minsait ACS, the Services will be presumed as accepted without reserves. Customer must present all objections it may have in connection with the Services in one sole opportunity, within the timeframe set forth above. Any further claims under any title after this representation is made will not be accepted. Notwithstanding the foregoing, acceptance of a System shall be deemed to have occurred if Customer puts the System to use or agrees to acceptance.

- 5.6 Minsait ACS warrants that the Services will be performed in a good and workmanlike manner and according to their respective technical specification and Minsait ACS undertakes to re-perform any Services not in compliance with this warranty brought to its attention within ninety (90) days, after the Services are performed and delivered by Minsait ACS and accepted by the Purchaser. THE PRECEDING IS MINSAIT ACS ONLY WARRANTY REGARDING THE SERVICES IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED.
- 5.7 Customer is the sole responsible for paying all taxes (except for taxes based on Minsait ACS net income or capital stock) relating to any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the Price set forth in the Proposal or in any PO. In each instance, Minsait ACS will invoice Customer for applicable tax amounts and such invoices are due upon Customer's receipt thereof.
- 5.8 Customer is the sole responsible for licensing any software related to the Services and for the acquisition of the corresponding hardware as well, if necessary, unless provided otherwise in the Proposal, when a Minsait ACS Software could be required, under specific licensing terms. Customer also will be the sole responsible for data storage or cloud capacity. Software, data storage/cloud capacity and hardware must be available in the beginning day of Minsait ACS activity.

6. Price and Payment

- 6.1 The Price for the Products and/or Services is indicated on the Proposal and/or in any PO, according to the terms previously agreed between the Parties. All Prices are net US Dollars.
- 6.2 Unless expressly stated in the Proposal or in any PO, the Price excludes:
 - a) any and all additional costs, such as freight, insurance, export fees, transportation, import and other permits or certifications;
 - b) taxes, including without limitation value added tax, levies, fees, income, sales or any other taxes; and
 - c) any exchange rate risk.
- 6.3 Customer will receive invoices in accordance with the contract's defined milestones. Minsait ACS shall be entitled to submit an electronic invoice, at the end of each month for Services performed or, in case of Products supplied or milestone achieved, upon actual delivery or acceptance of the relevant Product or milestone, as the case may be.

- 6.4 Customer shall pay the Price as set out in each invoice within thirty (30) days of receipt of that invoice.
- 6.5 Late payments by Customer will accrue interest on the unpaid amount, at the rate of higher of 1.5 % (one point five percent) per month or the maximum rate permitted under applicable law, from the date on which payment was due until the date of actual payment. Customer will be liable for all costs incurred with the recovery of any unpaid invoiced amounts, including without limitation legal and collection agents' fees, court costs and interest.
- 6.6 Customer is not entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to Customer by Minsait ACS, nor is Customer entitled to withhold payment of any invoice if part of that invoice is in dispute.

7. Confidentiality

- 7.1 For purposes of these GTC, the term "Confidential Information" means (i) all information of either Party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, strategic partners, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that the Receiving Party by the nature of the circumstances surrounding the disclosure or receipt ought to know should be treated as proprietary and confidential. Confidential Information of Minsait ACS also includes the terms, conditions and pricing of the Proposal or any PO.
- 7.2 Either Party may from time to time disclose to the other Party certain Confidential Information (as hereinafter defined) received from the Disclosing Party. For a period of two (2) years from the termination of the PO, the Receiving Party shall protect the Confidential Information received from the Disclosing Party from unauthorized dissemination, using the same degree of care that the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care.
- 7.3 The Receiving Party shall use the Confidential Information received from the Disclosing Party only to accomplish the purpose of the Proposal and the PO, and shall limit the disclosure of the Confidential Information received from the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information.
- 7.4 The obligations of either Party pursuant to this Section 8 shall not extend to (i) any information that the Receiving Party can demonstrate through written documentation was already known to the Receiving Party prior to its disclosure to the Receiving Party, (ii) was or becomes known or generally available to the public (other than by act of the Receiving Party), (iii) is disclosed or made available in writing

to the Receiving Party by a third-party having a bona fide right to do so, (iv) is independently developed by Receiving Party without the use of any Confidential Information, or (v) is required to be disclosed by process of law, provided that the Receiving Party shall notify the Disclosing Party promptly upon any request or demand for such disclosure.

- 7.5 The Receiving Party shall, upon completion or other termination of discussions with respect to the Confidential Information, or upon demand by the Disclosing Party, whichever is earlier, promptly: (i) return to the Disclosing Party any and all Confidential Information in tangible form together with all copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of Receiving Party certifying to the Disclosing Party that such items have been destroyed, provided that the Receiving Party may retain copies of Confidential Information to the extent necessary to meet any statutory requirements and for any legal proceedings and copies stored due to automatic computer archiving.
- 7.6 The Parties acknowledge that any breach of this Section 7 may cause immediate and irreparable injury to the non-breaching Party and that monetary damages may be inadequate to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, the Parties agree that, in the event of such breach, the non-breaching Party shall be entitled to seek injunctive relief, in addition to all other remedies available to it at law or in equity.

8. Intellectual Property

- 8.1 Nothing contained in these GTC, the Proposal or in any PO shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of Minsait ACS or any third-party.
- 8.2 Customer acknowledges and agrees that (i) all Intellectual Property rights embodied in or in connection with the Products and/or Services, including all associated documentation, parts or software, are the sole property of Minsait ACS or its suppliers, and (ii) all Intellectual Property developed by Minsait ACS previously or during the course of the Proposal or any PO will remain the sole property of Minsait ACS.
- 8.3 Minsait ACS grants Customer a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for Customer's own operations, except for software licenses, if any, which are subject to a specific license agreement, to be duly executed between the Parties.
- 8.4 Customer must not at any time without the prior written consent of Minsait ACS, register or use any trademarks, trade names, domain name, trading style, commercial designation or design owned or used by Minsait ACS. Customer, however, allows Minsait ACS to mention Customer's name, the Products delivered and the Services provided for the exclusively purpose of commercial reference to third parties.

9. Data Protection and Privacy

- 9.1 Unless the context otherwise requires, terms defined in the applicable data protection legislation shall have the same meaning when used in this Section 9.
- 9.2 The Parties agree that to the extent Minsait ACS processes personal data on behalf of Customer in the provision of the Services, Customer is the data controller and Minsait ACS is the data processor.
- 9.3 Minsait ACS represents, undertakes and warrants that it shall (i) comply with the requirements of the applicable data protection legislation to the extent it applies to Minsait ACS in its capacity as a data processor; (ii) only process the personal data to the extent necessary for the provision of the Services, and as otherwise instructed by Customer in writing; (iii) implement and maintain appropriate technical and organizational measures to ensure the security, integrity and confidentiality of the personal data and prevent the unauthorized or unlawful processing of the personal data; and (iv) not disclose or transfer any part of the personal data to any person or allow access to it by any person other than as expressly permitted by and in accordance with this Section.
- 9.4 Customer represents, undertakes and warrants that (i) it shall comply with the requirements of the applicable data protection legislation to the extent it applies to Customer in its capacity as a data controller; (ii) have all necessary authorizations in place to provide personal data to Minsait ACS; (iii) disclose all such personal data only on a 'need to know' basis limited to what is necessary in relation to the purposes for which such personal data is processed by Minsait ACS; (iv) not (unless absolutely necessary for facilitating receipt of Services) disclose real production or personal data to Minsait ACS and any such data, if required to be shared in connection with the Services shall be suitable encrypted; and unless expressly stated as being part of Minsait ACS obligations, keep full backups of all of Customer's data including personal data in accordance with the best industry practice and in any event not less frequently than daily.
- 9.5 In no event Minsait ACS shall be liable for any security breaches or other cyber issues which arise by reason of any defects or deficiencies in any Customer systems or processes, or any Customer materials, equipment or software which are transferred or provided to Minsait ACS by Customer in connection with the provision of the Services. Further, Minsait ACS shall not be liable for any loss of data caused due to reasons beyond its control, including without limitation, due to third-party hacking, trojan attack and other similar instances.

10. Limitation of Liability

- 10.1 EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS AND LOSSES INCURRED DUE TO MINSAIT ACS GROSS NEGLIGENCE, FRAUD, OR WILFUL MISCONDUCT, CUSTOMER EXPRESSLY AGREES THAT MINSAIT ACS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OR RECOVERY, WHETHER BASED IN CONTRACT, IN TORT

(INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; (ii) DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; (iii) LOSS OF PROFITS OR REVENUE OR BUSINESS INTERRUPTION; (iv) LOSS OF USE OF CUSTOMER'S MATERIAL, EQUIPMENT OR SYSTEMS; (v) INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMER'S CLIENTS; (iv) LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH EXISTENCE.

- 10.2 CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF MINSAIT ACS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT (EXCLUDING REIMBURSABLE EXPENSES AND TAXES) INVOICED BY MINSAIT ACS AND PAID FOR BY CUSTOMER DURING THE PRECEDING TWELVE (12) MONTHS FROM THE DATE THE CLAIM FIRST AROSE UNDER THE APPLICABLE PO.
- 10.3 THE PROVISIONS OF THIS SECTION 10 SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS GTC, IN THE PROPOSAL OR IN ANY PO.

11. Force Majeure

- 11.1 Notwithstanding any other provision of these GTC, the Proposal or any PO, Minsait ACS will not be liable for any delay or failure to perform any of its obligations under the Proposal and the applicable PO if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of local or foreign Government or other competent authority, epidemics, pandemics, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons, bodies or entities for whom Minsait ACS is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of Minsait ACS.

12. Termination

- 12.1 Either Party (the "Terminating Party") may terminate the Proposal or any PO immediately by notice in writing to the other Party (the "Other Party") if:
 - a) performance of any material obligation by the Other Party is overdue by a period of at least sixty (60) days and the breach of that obligation is not capable of being remedied;
 - b) the Other Party breaches any provision which is capable of being remedied and fails to remedy the breach within sixty (60) days of written notice from the Terminating Party requiring the breach to be remedied;
 - c) the Other Party provides materially false or misleading information to the Terminating Party in respect of the Other Party's obligations or its performance or proposed

performance (for example, if the Customer provides false or misleading information about its use of the Services);

- d) the Other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- e) in the reasonable opinion of the Terminating Party, the Other Party's capacity or ability to undertake its obligations under the Contract has materially diminished and is likely to remain materially diminished for an unreasonable period.

12.2 The termination of the Proposal or any PO shall be without prejudice to the rights and entitlements of the Parties prior to the date of termination. In the event of termination, Customer shall pay Minsait ACS for all the Services rendered, Products delivered, and expenses incurred prior to the date of termination.

13. Export Control Laws

13.1 Each Party will comply with local and foreign export control laws, including U.S. export control laws. Without limiting the foregoing, Customer represents and warrants that: (i) it is not located in, and will not use any Minsait ACS Products from, any country subject to U.S. export restrictions; and (ii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws that may impact Customer's right to import, export, or use Minsait ACS Products or any of them.

14. Anti-Bribery and Anti-Corruption

- 14.1 The Parties and their Affiliates have not taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, plus any other anti-bribery or anti-corruption law or treaty applicable to the Parties and their Affiliates.
- 14.2 The Parties have and shall maintain in place throughout the provision of Services policies and procedures to confirm compliance with applicable laws relating to anti-bribery and anti-corruption. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable laws in connection with the Proposal or any PO.

15. General Provisions

- 15.1 Entire Agreement. These GTC, the Proposal and any PO constitute the entire agreement, and supersede any previous agreements or understandings between the Parties relating to the subject matter hereof.
- 15.2 Non-Solicitation. During the period that Minsait ACS is providing Services to Customer and for one (1) year thereafter, Customer shall not, directly or indirectly, knowingly solicit or recruit for employment or hire, or make a recommendation, or referral or otherwise knowingly assist

or facilitate the solicitation or recruitment of any Minsait ACS employee engaged in the performance of the Services, for employment by Customer or any other entity. To "knowingly" solicit, recruit, hire, assist or facilitate, within the meaning of this provision, does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a Minsait ACS employee by Customer or another entity if the employee was identified solely as a result of the employee's response to a general advertisement in a publication of trade or industry interest or other similar general solicitation.

- 15.3 No Assignment. Neither Party will assign or transfer or purport to assign or transfer any right or obligation under the Proposal or any PO except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 15.4 No Waiver. No right under these GTC shall be deemed to be waived except by notice in writing signed by each Party. A waiver by any Party pursuant to this Subsection will not jeopardize its rights in respect of any subsequent breach of the other Party's obligations. Any failure by any Party to enforce any provision of these GTC, or for any forbearance, delay or indulgence granted by any Party to the other Party, will not be construed as a waiver of the first Party's rights under these GTC.
- 15.5 Severability. If any part of these GTC is held invalid, unenforceable or illegal for any reason, the GTC shall remain otherwise in full force apart from such provision, which shall be deemed deleted.
- 15.6 Waiver of Jury Trial. Each Party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these GTC, the Proposal or any PO or the transactions relating to its subject matter.
- 15.7 Governing Law and Jurisdiction. These GTC, the Proposal and any PO shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict or choice of laws principles. Customer and Minsait ACS each agree to submit to the jurisdiction of the courts of the State of Georgia and to waive any and all jurisdictional, venue or inconvenient forum objections thereto.

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SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (this "**Agreement**") is made effective as of the ____ day of _____, 20__ (the "**Effective Date**"), by and between Minsait ACS, Inc., an Indra company and affiliates ("**Minsait ACS**"), a state of Georgia corporation, with offices at 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071, USA, and [INSERT NAME HERE], ("**Licensee**"), a [INSERT STATE AND TYPE OF ENTITY HERE] with offices at [INSERT CORPORATE LEGAL/HQ ADDRESS HERE].

Minsait ACS and Licensee agree as follows:

1. **DEFINITIONS.**

"Active Account" means, a person or entity to which Licensee or Licensee's customer - utilizes the Licensed Software. Licensee or Licensee's customer may have multiple Active Accounts based on the number of entities, people or locations for which services are provided. If Licensee or Licensee's customer has multiple Active Accounts, each Active Account will be deemed to be a separate Active Account for purposes of an Order and this Agreement.

"Confidential Information" means non-public information of a party to this Agreement including, without limitation, the terms, conditions and pricing under this Agreement. Confidential Information of Minsait ACS includes, without limitation, the Licensed Software, all software provided with the Licensed Software, the Source Code, and all algorithms, methods, techniques and processes revealed by the Source Code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality that is known to the recipient.

"Documentation" means the user, installation, technical, training and other publications delivered by Minsait ACS in conjunction with Licensed Software and Minsait ACS Systems.

"Documented Defect" means a material deviation between a module of Licensed Software and its Documentation, for which Minsait ACS has confirmed that Licensee has provided enough information for Minsait ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under Minsait ACS's control.

"Equipment" means the Minsait ACS products and solutions, certified computer hardware and systems software configuration.

"Software Enhancements" means collectively, Minsait ACS Engineering, Maintenance and Releases provided under this Agreement.

"Server(s)" means, if applicable, the servers within the Equipment that a module of Licensed Software may be used on, as specified in an Order.

"Licensed Software" means the Minsait ACS Software, Third-Party Software and Documentation licensed by Minsait ACS to Licensee pursuant to the terms and conditions of this Agreement.

"Maintenance" means corrections of, workarounds, or avoidance procedures for, Documented Defects.

"Modification" means a customized enhancement, improvement or alteration of the Minsait ACS Software that is developed by Minsait ACS or by or at the direction of Licensee, as permitted under this Agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Order" means the ordering document(s) or contract agreed to and executed by both parties by which Licensee procures or obtains Licensed Software.

"Permitted User" means an employee or subcontractor of Licensee permitted to access the Licensed Software as permitted and in accordance with the terms and conditions under this Agreement.

"Release" means a new standard release of baseline Minsait ACS Software.

"Source Code" means the English language source code version of the Minsait ACS Software, and any accompanying comments or other programmer documentation.

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“**Supplement**” means, with respect to a module of Minsait ACS Software or Third-Party Software, an addendum provided as part of an Order that contains additional terms, conditions, limitations or other information pertaining to that module. If any terms of a Supplement conflict with any other terms of this Agreement, the terms of the Supplement will control.

“**Territory**” means the geographic area in which Licensor has granted that Licensee may install and use the Licensed Software.

“**Third-Party Software**” means Object Code versions of the computer software programs licensed by Minsait ACS from third parties and sublicensed to Licensee as specified in Exhibit A of this Agreement. Third-Party Software does not include, and this Agreement does not grant Licensee, a license to the source code for such Third-Party Software.

“**Minsait ACS Software**” means the Object Code versions of the baseline computer software programs developed by or for Minsait ACS and specified in a Contract, and all improvements, and Modifications provided by Minsait ACS to Licensee pursuant to the terms of this Agreement. Minsait ACS Software does not include, and this Agreement does not grant Licensee a license to the Source Code for Minsait ACS Software.

2. **LICENSE.**

2.1 **Grant of License.** Subject to the terms, conditions and restrictions set forth in this Agreement and any Order legally binding the Parties, Minsait ACS grants to Licensee: (a) a limited, non-exclusive, non-transferable, perpetual license to use and copy, as per section 2.4, to the Licensed Software for Licensee’s own internal business operations as set forth in Exhibit A of this Agreement. Minsait ACS does not grant Licensee a license to the Source Code of the Minsait ACS Software or to the Third-Party Software. The computer readable media containing the Licensed Software may also contain software for which Licensee is not granted a license to use. Licensee may not make any use of any software for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

2.2 **Restrictions.**

(a) **Licensed Software.** Unless otherwise permitted in this Agreement or a Supplement hereto, Licensee shall not, nor permit any third party to, directly or indirectly: (i) reverse engineer, disassemble, or decompile the Licensed Software or any portion thereof, unless otherwise permitted under this Agreement; (ii) sublicense,

rent, lease or otherwise transfer the Licensed Software, or any portion thereof; (iii) use the Licensed Software for any third-party use including, but not limited to, training (Section 2.4 covers copies for training Licensee personnel), facilities management, time-sharing, service bureau use, data processing, or publish any results of benchmark tests run on the Licensed Software; or (iv) use any Third-Party Software except solely in conjunction with the Minsait ACS Software and except in accordance with any applicable Third Party Software licensor terms and conditions.

(b) **Access to / Use of Licensed Software.** Access to, and use of, certain modules of Licensed Software may be limited by restrictions set forth in the applicable Order, documents and Exhibit(s) or Supplement to this Agreement which shall include terms and conditions provided in the Minsait ACS Customer Care Services Guide, Third-Party licenses terms and conditions, which may include, without limitation: (i) a specific number of named Users or other type of Users; (ii) providing Services as may be defined, including and not limited to, as provided in the Customer Care Services Guide to a limited number of Active Accounts; or (iii) a specified number of production or non-production Servers. Licensee shall not utilize any device or program that enables or allows access to the Licensed Software in a manner such that a User, other type of user or Active Accounts or any other third party accessing the Licensed Software is not counted as a user. Licensee shall be responsible and liable for the acts and omissions of its employees, agents and representatives who are users arising from the access to the Licensed Software. The Licensed Software may contain license protection procedures that limit access to the Licensed Software to that use permitted under this Agreement. Licensee shall not circumvent or render inoperative any such protection procedures.

(c) **Installation.** Licensed Software will be installed only on Licensee’s Equipment. Licensee may transfer the Licensed Software to other Licensee Equipment and shall provide prompt written notice of such transfer to Minsait ACS. Licensee shall be responsible for all costs related to any such transfer. In conjunction with any such transfer, all Licensed Software must be promptly deleted in its entirety from the initial Equipment, and from each back-up copy existing for the initial Equipment. Minsait ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.3 **Delivery.** Unless otherwise specified in the Contract, Licensed Software will be shipped prepaid FOB Minsait ACS shipping location.

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2.4 Copies. Licensee may make a reasonable number of backup copies of the Licensed Software as is consistent with Licensee's normal periodic backup procedures or as set forth on the applicable Order. Licensee shall maintain a log of the number and location of all originals and copies of the Licensed Software. Licensee may reproduce or copy any portion of the Documentation into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder. Licensee shall include, and shall under no circumstances remove, Minsait ACS's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Licensed Software or Documentation in the same form and location as the notice appears on the original work. All proprietary and intellectual property rights, including copyright in and to the original and all copies of the Licensed Software and Documentation or any changes or Modifications thereto, shall be and remain that of Minsait ACS or its licensors as the case may be. Minsait ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.5 Certification. On Minsait ACS's request, but not more than once per year, Licensee shall furnish Minsait ACS with a signed certification verifying that Licensee's use of the Licensed Software is consistent with the terms and conditions of this Agreement, which certification shall include information reasonably requested by Minsait ACS.

3. MAINTENANCE SERVICES.

3.1 Maintenance Services. Licensee may elect to receive support and services as set forth in Exhibit to this Agreement, ("Maintenance Services") and referenced in the Minsait ACS Customer Services Guide, a copy of which may be requested by the Licensee. Beginning on the Effective Date, Minsait ACS shall provide Maintenance Services for the period of time set forth in Exhibit _____. (the "Maintenance Period"). Any such Maintenance Services will be provided by Minsait ACS or its affiliates or subcontractors using commercially reasonable efforts and subject to the terms of this Agreement as further modified by Minsait ACS's applicable maintenance and support policies in effect at the beginning of the then-current Maintenance Period. Minsait ACS's obligation to provide Licensee with Improvements for Third Party Software is limited to providing Licensee with the Improvements that the applicable third-party licensor provides to Minsait ACS. If Licensee elects to receive Maintenance Services, Licensee may not exclude any of the Licensed Software from Maintenance Services. Unless Maintenance Services cancelled by either party by written notice no less than ninety (90) days prior to the end of the then-current Maintenance Period, Licensee agrees that the Maintenance Period shall automatically extend for one (1) year, except as otherwise set forth on an applicable

order document. In the event Licensee declines or terminates Maintenance Services (including following initial delivery of the Licensed Software), and Maintenance Services are subsequently ordered or reinstated, Licensee shall pay: (i) an additional Maintenance reinstatement fee in addition to Maintenance Services fees for the current Maintenance Services period.

3.2 Licensee's Obligations. Licensee shall be responsible for installing any Improvements provided by Minsait ACS. Licensee shall cooperate with Minsait ACS in providing access to the Equipment to the extent required to diagnose or resolve issues identified by Licensee concerning the Licensed Software. Minsait ACS, by virtue of this Agreement, is not responsible for the following actions: (i) determining whether the Licensed Software will achieve the results that Licensee desires (and Minsait ACS does not recommend or prescribe in any way the use of the Licensed Software in critical management, military use, nuclear power plants, nor for the management of emergency situations and Minsait ACS disclaims any liability arising out of or in connection with the use by the Licensee on those fields of activity); (ii) procuring, installing and operating computers and operating systems to run the Licensed Software in accordance with the Documentation; (iii) ensuring that the Licensee complies with all applicable laws pertaining to its use of the Licensed Software, including those related to the disclosure of data and exports of Licensed Software; (iv) establishing adequate operational back-up provisions to protect against data loss and/or a defect or malfunction that renders the Licensed Software, or the computer systems on which they run, non-operational; and/or (v) deployment and/or installation on the Licensee's systems of any upgrade that the Licensee may be entitled to use.

4. PAYMENT.

4.1 Fees. In consideration of the licenses granted under this Agreement, Licensee shall pay to Minsait ACS the license fees set forth in each Order. Licensee shall pay to Minsait ACS the Maintenance Services fees as set forth in each Order or any Maintenance Services agreement between the parties. Additional Maintenance Services fees may apply for any Maintenance Services provided for Licensed Software that has been installed, implemented, customized, modified, enhanced or altered by any third-party service provider that is not a Minsait ACS certified service provider. Additional fees may be required for Services not considered in the initiating Order. Unless otherwise provided in the applicable Order documents, all fees are due upon the Effective Date of the applicable Order and are payable to Minsait ACS in U.S. dollars within fifteen (15) days of the date set forth on each invoice issued by Minsait ACS. All orders and license fees are non-cancelable and non-refundable, including, without limitation, upon termination of this Agreement. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) of 1.5% per month, or (b) the maximum amount allowed by applicable law.

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Licensee agrees to pay to Minsait ACS all reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by Minsait ACS to collect payments due under this Agreement.

4.2 Taxes. Licensee is liable for any and all sales, use, excise, value added, customs fees, or other similar taxes Minsait ACS must pay relating to the Licensed Software. If Licensee is exempt from the payment of any such taxes, Licensee must provide Minsait ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, Minsait ACS will invoice Licensee for, and Licensee will pay to Minsait ACS all such taxes. Notwithstanding anything to the contrary in this section, Minsait ACS shall be solely responsible for all taxes based on its income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. Licensee acknowledges and agrees that: (a) Minsait ACS owns all right, title and interest in and to all Minsait ACS Software and related Documentation and Minsait ACS Confidential Information (and the media containing such Confidential Information) including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto; and (b) Minsait ACS's licensors own all right title and interest in and to all Third Party Software and related Documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto.

5.2 Modifications. Licensee shall not have a right to make any Modifications to the Minsait ACS Software. To the extent any such Modifications are made, Licensee agrees to assign to Minsait ACS without any additional consideration, and hereby does assign to Minsait ACS, all right, title and interest in and to all Modifications made by Licensee. All such Modifications shall be deemed Minsait ACS Software and the use of such Modifications by Licensee shall be subject to the terms and conditions of this Agreement. Minsait ACS shall not be responsible for providing Maintenance Services for any Modifications made by Licensee.

5.3 Protection of Confidential Information. Each party to this Agreement may furnish the other party with Confidential Information. The parties agree that, during the term of this Agreement and thereafter, each party will hold Confidential Information in a fiduciary capacity for the benefit of the other party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party, or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other party. Licensee will limit the disclosure of Minsait ACS's

Confidential Information, to Permitted Users with a need-to-know and who have been advised of the confidential nature thereof, or third party consultants with a need-to-know and who has been contractually obligated to maintain such confidentiality through signature of a nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement and naming Minsait ACS as an intended third-party beneficiary. Licensee shall provide copies of these agreements upon the written request of Minsait ACS. Licensee shall be liable for any breach by any Permitted User or third-party consultant of the confidentiality obligations contained herein.

5.4 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

6. LIMITED WARRANTY; DISCLAIMER.

6.1 Limited Warranty. Minsait ACS warrants to Licensee that, subject to this Section 6, the Minsait ACS Software will perform without Documented Defects ("**Minsait ACS Software Warranty**") for a period three (3) months following delivery of the Minsait ACS Software to Licensee (the "**Warranty Period**"). Warranties related to any Third-Party Software shall be specified in the applicable Supplement.

6.2 Obligations of Licensee. Licensee shall notify Minsait ACS in writing of any claim under the Minsait ACS Software Warranty during the Warranty Period (the "**Warranty Notice**"). The Warranty Notice will be given with sufficient access, including remote access, to the Minsait ACS Software and the Equipment, and sufficient information and time, to allow Minsait ACS to duplicate the Documented Defect.

6.3 Obligations of Minsait ACS. For any claim under the Minsait ACS Software Warranty, Minsait ACS's sole obligation shall be, at Minsait ACS's expense, to provide corrections of, or avoidance procedures for, Documented Defect(s) identified in the Warranty Notice or provide a mutually acceptable plan for correction. In the event Minsait ACS's obligation to provide avoidance procedures for or corrections of the Documented Defect(s) is not commercially feasible, Minsait ACS in its sole discretion may elect, upon written notice to Licensee, to terminate the license to use the defective module(s) and pay Licensee a refund equal to the license fees paid for the defective module(s) of Minsait ACS Software.

6.4 Limitations. The Minsait ACS Software Warranty shall not apply: (a) to any Modifications; (b) if the Licensed Software is not used on the Equipment or in accordance with

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the Documentation or this Agreement; (c) if the Licensed Software has been installed, implemented, customized, modified, enhanced or altered by Licensee or any third party that is not an Minsait ACS certified service provider; (d) if Licensee is not using the most recent Improvements of the Licensed Software; (e) to any error or defect caused by Licensee, a Permitted User, any third party, or any third-party software that is not provided by Minsait ACS as a part of the solution under Deliverables; or (f) to any error or defect arising as a result of drawings, designs or specifications provided by Licensee. Minsait ACS shall have no obligation or liability under the Warranty in the event that Licensee has not paid the applicable license or Maintenance Services fees when due.

6.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, Minsait ACS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THIS AGREEMENT, THE LICENSED SOFTWARE OR ANY MAINTENANCE SERVICES PROVIDED BY Minsait ACS TO LICENSEE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND Minsait ACS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. Minsait ACS DOES NOT WARRANT THAT: (a) THE LICENSED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) ALL LICENSED SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE LICENSED SOFTWARE ARE DESIGNED TO MEET ALL OF LICENSEE'S BUSINESS REQUIREMENTS.

6.6 Exclusive Remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 6 SETS FORTH LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 6.1 ABOVE.

7. INDEMNIFICATION.

7.1 Infringement Indemnification. Subject to the terms of this Section 7, Minsait ACS shall indemnify and defend Licensee against any claim brought against Licensee in the Territory by third parties alleging the use of the Minsait ACS Software or Documentation (a) infringes a United States patent, copyright or trademark registered as of the date Minsait ACS provides Licensee with the Licensed Software or Release thereof, or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided, however, that (i) Licensee gives Minsait ACS prompt notification in writing of any such Infringement Claim and reasonable assistance, at Minsait ACS's expense, in the defense of such Infringement Claim; (ii) Minsait ACS has the sole authority to defend or settle such Infringement Claim; and (iii) Licensee must make no admissions without Minsait ACS's consent. Infringement indemnification for any Third-Party Software shall be specified in the applicable Supplement.

7.2 Indemnification Limitations. Minsait ACS shall have no obligation for any Infringement Claim arising out of or relating to: (a) a Modification created by or at the direction of Licensee or a third party, (b) use of the Minsait ACS Software other than in accordance with the Documentation or the terms of this Agreement; (c) use of a Release no longer supported by Minsait ACS; (d) use of the Licensed Software without Licensee's implementation of all applicable Maintenance; (e) any Third-Party Software; or (f) use of the Minsait ACS Software in combination with any other hardware, software or other materials where absent such combination, the Minsait ACS Software would not be the subject of the Infringement Claim.

7.3 Effect of Infringement Claim. If an Infringement Claim is or, in Minsait ACS's reasonable belief, is likely to be asserted, (a) Minsait ACS may require Licensee to discontinue use of the Minsait ACS Software immediately and Licensee shall comply with such requirement; and (b) Minsait ACS will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the Minsait ACS Software or Documentation or affected part thereof as provided in this Agreement; (ii) replace the Minsait ACS Software or Documentation or affected part thereof with other non-infringing products or modify the Minsait ACS Software or Documentation or affected part thereof to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by Minsait ACS in its sole discretion, terminate this Agreement, in whole or in part, and the licenses granted pursuant to it, and pay to Licensee a pro rata refund of the license fees paid by Licensee for the infringing Minsait ACS Software, depreciated on a five-year straight line basis.

7.4 Exclusive Remedy. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF Minsait ACS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. LIMITATIONS OF LIABILITY.

8.1 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, Minsait ACS SHALL NOT BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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8.2 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL Minsait ACS OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY LICENSEE TO Minsait ACS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE SUCH CLAIM AROSE.

8.3 If a number of events of default give rise to substantially the same loss, they shall be regarded as giving rise to only one claim under this Agreement

8.4 Neither party may initiate any claim against the other arising out of this agreement or relating to the Licensed Software or Maintenance Services provided herein more than two years after the cause of action has arisen.

9. TERM AND TERMINATION.

9.1 Term. This Agreement and the licenses granted hereunder shall become effective as of the Effective Date and shall continue in effect perpetually, and as long as fees payable to Licensor are current, specific renewal terms will be indicated on subsequent order documents with respect to renewal terms following the Initial Support Term agreed to under this Agreement.

9.2 Termination. This Agreement and the licenses granted hereunder shall terminate upon the earliest to occur of the following: (a) thirty (30) days after one party gives the other party notice of the other party's material breach of any provision of the Agreement, unless such other party has cured such breach during such thirty (30) day period; or (b) immediately if Licensee becomes insolvent, makes an assignment for the benefit of creditors, appoints (or has appointed on its behalf) a trustee, receiver or similar officer, or commences a proceeding seeking reorganization, liquidation or similar relief under any bankruptcy, insolvency or similar debtor-relief statute.

9.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all amounts due and owing by Licensee to Minsait ACS under this Agreement and all Orders will be immediately payable; (b) use of the Licensed Software will immediately cease; (c) Licensee will delete and/or remove all Licensed Software from all Equipment and from any other computer hardware and storage media within Licensee's possession or control; and (d) all of Minsait ACS's Maintenance Service obligations will cease. In the event that Minsait ACS terminates this Agreement due to Licensee's breach, in addition to any other remedy or claim, Minsait ACS shall be entitled to retain any and all fees paid or payable by Licensee. Within thirty (30) days after termination of this Agreement, Licensee shall destroy or return to Minsait ACS all copies of the Licensed Software and any other Minsait ACS Confidential Information in any form, including but not limited to partial copies thereof, and will certify to Minsait ACS that all copies and portions thereof

have been destroyed or returned. The terms of this Agreement that by their nature should survive termination of this Agreement shall survive termination of this Agreement including, without limitation, the provisions concerning protection of Confidential Information, proprietary rights, disclaimers, indemnification and limitations of liability.

10. GENERAL PROVISIONS.

10.1 Assignment. Licensee may not assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of Minsait ACS. Licensee acknowledges that Minsait ACS's applicable transfer, assignment or other fees may be payable. For purposes of this Agreement, "assignment" shall include a merger, acquisition or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition or other consolidation or by operation of law.

10.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of Sections 2 or 5 may likely cause irreparable injury to Minsait ACS and may entitle Minsait ACS to seek injunctive or other equitable relief in the event of any such material breach.

10.3 Dispute Resolution Process. Except as set forth in Section 10.2 herein, neither party may start arbitration, litigation or any proceedings with respect to this Agreement, unless and until the parties have first complied with the following dispute resolution process. A party claiming that a dispute has arisen must notify the other party in writing. Within 7 days after written notice of a dispute, each party must provide the name of an authorized representative to settle the dispute on its behalf. The authorized representatives of each party will use best efforts to resolve the dispute or agree on a process to resolve all or part of the dispute without arbitration or court proceedings within 20 days after written notice of the dispute. The existence, subject, evidence, information, documents, proceedings, and decisions resulting from the dispute resolution proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein and shall not be used except to attempt to resolve the dispute. Each party must bear its own costs of resolving a dispute under this provision, and the parties must bear equally the costs of any appointed person used for resolving or attempting to resolve the dispute. Upon expiration of the 20-day period after written notice of the dispute, either party may terminate the dispute resolution process set forth herein by written notice to the other party. If either party does not comply with the dispute resolution process set forth herein, the other party will not be obligated to adhere to this provision.

10.4 Arbitration. Except with respect to equitable remedies and disputes related to the ownership and protection of Licensed Software, the parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding

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arbitration in Atlanta, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein, and shall not be disclosed by any party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. All arbitration proceedings and submissions, and the arbitration award, shall be in the English language. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10.5 Restricted Rights. The Licensed Software and any accompanying documentation were developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the Licensed Software with only those rights set forth herein, including, without limitation, the following: Licensed Software may be transferred to the U.S. government only with the prior written consent of an officer of Minsait ACS and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.6 Export Control Notice. Licensee acknowledges the Licensed Software, or any part thereof, is being released or transferred to Licensee in the United States and is therefore subject to United States export control laws. Licensee acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Licensee shall defend, indemnify, and hold Minsait ACS and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws with respect to

the use or transfer of the Licensed Software outside the United States by Licensee.

10.7 Third Party Beneficiaries. Third Party Software licensors shall be third party beneficiaries to this Agreement for purposes of enforcing their rights with respect to the applicable Third-Party Software.

10.8 Audit Rights. Licensee will maintain books and records in connection with its installation and use of the Licensed Software. Minsait ACS shall have the right during the term of this Agreement and for up to three (3) years after the termination of this Agreement or the licenses granted herein. Upon reasonable written notice and during normal business hours, Licensee shall be permitted to audit and inspect the Licensee, its books and records and its utilization of the Licensed Software in order to verify compliance with the terms of this Agreement. Audits will be made no more than once in any six (6) month period, and no more than twice in any twelve (12) month period. If an audit reveals that Licensee has underpaid for Licensed Software based on Licensee's actual use of such software, then Licensee will pay Minsait ACS, promptly upon demand by Minsait ACS: (a) the underpaid license fees therefore, which fees will equal Minsait ACS's then-current list rates; (b) additional associated fees for services to be provided by Minsait ACS for any Maintenance Services; (c) any applicable late charges; and (d) if an audit reveals that Licensee has underpaid for Licensed Software by five percent (5%) or more, Minsait ACS's reasonable costs of conducting the audit. If an audit reveals Licensee is utilizing the Licensed Software in a manner not permitted under this Agreement, Licensee agrees to immediately take, at Licensee's expense, all reasonable corrective action requested by Minsait ACS.

10.9 Nuclear Liability Indemnification. (WHERE APPLICABLE) To the extent Licensee is the owner, operator or service provider for a nuclear facility, Licensee shall be subject to the additional terms and conditions to be set forth on Attachment B to this Agreement, incorporated herein by this reference. In the event that Licensee is not the owner, operator or service provider for a nuclear facility, Licensee acknowledges and agrees that it may not use the Licensed Software for any use whatsoever for any part of any nuclear facility. Licensee shall indemnify, defend and hold Minsait ACS harmless against any damage or loss arising from the use of the Licensed Software for any nuclear facility.

10.10 Independent Contractors. Nothing in this Agreement or in the course of dealing between Minsait ACS and Licensee shall be deemed to create between Minsait ACS and Licensee a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

10.11 Non-Solicitation. During the term of this Agreement, and for twelve (12) months thereafter, Licensee shall not, directly or indirectly, solicit or employ any current

minsait ACS An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
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or former Minsait ACS employees who have provided services to Licensee under this Agreement, without Minsait ACS's prior written consent. The foregoing restriction shall not apply to former employees of Minsait ACS who have not provided services to Licensee under this Agreement within twelve (12) months of their termination of employment with Minsait ACS or whose employment with Minsait ACS was terminated more than twelve (12) months prior to Licensee's solicitation or employment. In the event Licensee does employ any Minsait ACS employee described herein without Minsait ACS's prior written consent, Licensee shall make payment to Minsait ACS, by way of liquidated damages, of an amount equal to the annualized base compensation and benefits at which Licensee hired such individual. Licensee shall make the payment described in the preceding sentence to Minsait ACS within thirty (30) days of the date of Minsait ACS's invoice for such payment.

10.12 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified or as if it had not been included.

10.13 Waiver; Amendment. Failure or delay by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be a waiver of that provision, right or option, or in any way to affect the validity of this Agreement. No waiver of any rights under this Agreement, or any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by both parties.

10.14 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

10.15 Publicity. Minsait ACS shall have the right to identify Licensee as a customer of Minsait ACS as part of Minsait ACS's marketing efforts, including customer lists and press releases.

10.16 Governing Law. This Agreement shall be governed by the laws of the State of Georgia, USA without giving effect to its choice of law principles. The parties hereby

acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.17 Notices. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fMinsait ACSimile (with written confirmation of receipt), or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed or sent, as the case may be, to the appropriate addresses or fMinsait ACSimile numbers set forth on the first page of this Agreement (or to such other addresses or fMinsait ACSimile numbers as a party may designate by notice to the other party).

All notices for Minsait ACS shall be addressed to the attention of the Chief Executive Officer with a copy delivered to Minsait ACS's General Counsel.

10.18 Force Majeure. Neither party to this Agreement, other than for payments due, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action; provided that if either party is unable to perform its obligations under this Agreement for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.19 Entire Agreement. This Agreement, all Appendices, attachments and exhibits hereto, and each Order, and all Supplements, attachments and exhibits thereto, constitute the entire agreement between Minsait ACS and Licensee with respect to the subject matter of this Agreement, and supersede all prior negotiations and agreements, whether oral or written, with respect to these matters. This Agreement and each Order shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Minsait ACS regardless of any statement to the contrary contained in any such purchase order or document.

minsait ACS An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
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	Software License Maintenance Agreement	Revision Date	Rev6 3/11/2022

LICENSEE, [INSERT LICENSEE LEGAL NAME]

LICENSOR, Minsait ACS, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Software License and Maintenance Agreement and offer contained herein will expire if not signed by Licensee and returned to Minsait ACS on or before _____, 20____.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

minsait ACS An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
	GENERAL MANAGEMENT	Issue Date	4/20/2018
	Software License Maintenance Agreement	Revision Date	Rev6 3/11/2022

EXHIBIT A - Minsait ACS Software & Third-Party Software

Qty.	Description
X	PRISM Software XXXX

EXHIBIT B – Maintenance Services

The scope of the maintenance services will be the same as the current on-going support agreement in place, subject to additional support fees for the new software.

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract to 5S Technologies for WiFi 6 Upgrade Project

From: Adam Ward, Assistant Director, Information Technology Services

Meeting Date: July 17, 2023

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: 5STQ1992 (Quote),
Recommendation Form

PURPOSE:

Upgrading existing wireless equipment deployed at City facilities and downtown area to 802.11ax (WiFi 6).

BACKGROUND:

The project aims to upgrade the existing WiFi infrastructure from WiFi 5 to WiFi 6 in the Downtown Area and all wireless deployments at City facilities. WiFi 6 offers significant improvements in speed, capacity, and efficiency compared to its predecessor. The quote also includes managed services from 5S Technologies to maintain the wireless network.

BUDGET IMPACT:

The City will use existing funds from FY2023-24 to fund this project. This acquisition will occur under purchasing contract NCPA #01-96. The project will be financed and billed over to term of 60 months as follows:

Year 1 - \$112,566.48

Year 2 - \$112,566.48

Year 3 - \$112,566.48

Year 4 - \$112,566.48

Year 5 - \$112,566.48

The total cost of the project is \$562,832.39.

RECOMMENDATION / ACTION REQUESTED:

The Department of IT Services recommends that the vendor 5S Technologies be awarded the project. We further recommend that City Council approves the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



TECHNOLOGIES

5S Technologies, LLC
121 Edinburgh South Dr.
Suite 205
Cary, NC 27511
United States

QUOTE

Quote #:	5STQ1992
Date:	6/26/2023
Expiration Date:	7/19/2023

Bill To:

Adam Ward
City of High Point
211 S Hamilton Street
High Point, NC 27260

Ship To:

Adam Ward
City of High Point
211 S Hamilton Street
High Point, NC 27260

Your Account Manager:

Mike Shook
Mike.Shook@5STechnologies.com
(919)364-9400 ext 9401

Notes:

NCPA Contract 01-96

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
11	MR36-HW	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable Includes 1 spare NCPA DNE \$927.38	\$927.38	\$10,201.18
111	MR46-HW	Meraki MR46 802.11ax 3.50 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 2.5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable Includes 5 spare NCPA DNE \$1,848.98	\$1,848.98	\$205,236.78
10	MR56-HW	Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable Includes 1 spare NCPA DNE \$2,312.66	\$2,312.66	\$23,126.60
2	MR76-HW	Meraki MR76 Dual Band IEEE 802.11 a/b/g/n/ac/ax 1.70 Gbit/s Wireless Access Point - Outdoor - 2.40 GHz, 5 GHz - External - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - PoE Ports - 15 W - IP67 NCPA DNE \$2,040.24	\$2,040.24	\$4,080.48
79	MR86-HW	Meraki MR86 Dual Band IEEE 802.11 a/b/g/n/ac/ax 3.50 Gbit/s Wireless Access Point - Outdoor - 2.40 GHz, 5 GHz - External - MIMO Technology - 1 x Network (RJ-45) - 2.5 Gigabit Ethernet - PoE Ports - Pole-mountable, Wall Mountable - IP67 - 1 Pack Includes 5 spare NCPA DNE \$2,840.11	\$2,840.11	\$224,368.69

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
390	MA-ANT-20	Meraki Dual-band Omni Antennas NCPA DNE \$230.68	\$128.20	\$49,998.00
26	MA-ANT-25	Meraki Dual Band Patch Antenna NCPA DNE \$404.56	\$218.79	\$5,688.54
202	LIC-ENT-5YR	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period NCPA DNE \$737.58	\$520.87	\$105,215.74
30	LIC-MR-ADV-5Y	Meraki MR Advanced License and Support, 5YR NCPA DNE \$1475.15	\$1,475.15	\$44,254.50
10	LIC-MX65-ENT-5YR	EOS Meraki MX65 Enterprise License and Support, 5YR NCPA DNE \$1173.24	\$0.00	\$0.00
1	DISCOUNT	5S Executive Discount	-\$66,138.12	-\$66,138.12
1	DISCOUNT	Year 5 2023 Contract Discount	-\$43,200.00	-\$43,200.00
1	5S MAN SVCS	5S Managed Services Price is \$15/month for managing 242 assets 60 month term (7/15/2023 - 7/14/2028)	\$0.00	\$0.00

Payment Options:
☐ Purchase Order
☐ Signed Quote

Payment Terms
 Net 30

FOB:
 Origin

SubTotal	\$562,832.39
Tax	6.75%
Shipping (Estimated)	\$0.00

TOTAL **\$562,832.39**

All Credit Card transactions will be charded a transaction fee determined at time of purchase.

Accepted By: _____

Accepted Date: _____



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HOMELESS DAY CENTER AND SHELTER GRANT

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

Section 1. The proposed amendment appropriates \$3,000,000 in federal grant funds to assist in the construction and development of a Homeless Day Center and Shelter in High Point.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Community Development Fund revenues be amended as follows:

Federal Grants – U.S. Department of Housing and Urban Development	\$3,000,000
---	-------------

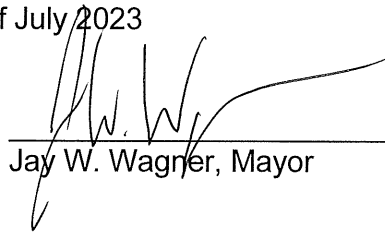
(B) That the following Community Development Fund expenditures be amended as follows:

Homeless Day Center and Shelter	\$3,000,000
---------------------------------	-------------

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

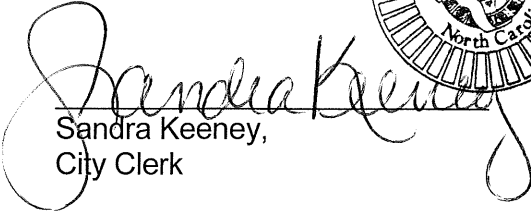
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 17th day of July 2023



Jay W. Wagner, Mayor

ATTEST



Sandra Keeney,
City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution - School Resource Officer Contract with Guilford County Schools

From: J. Travis Stroud, Police Chief

Meeting Date: July 17, 2023

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Resolution and Contract

PURPOSE:

Request to approve School Resource Officer (SRO) Contract with Guilford County Schools

BACKGROUND:

The Guilford County School System contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point. The proposed contract for eight officers and one supervisor is being requested to cover school year 2023/2024.

BUDGET IMPACT:

The funding for salary and equipment expenses was considered/calculated into our proposed budget for Fiscal Year 2023-2024.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting that City Council approve this request to contract with Guilford County Board of Education for eight School Resource Officers and one Supervisor.

**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT
WITH GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY
RESOURCE OFFICER PROGRAM**

WHEREAS, the Guilford County Board of Education (“the Board”) desires assistance of the City of High Point (“City”) in providing School Safety Resource Officers (“SROs) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program (“SRO Program”) jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

WHEREAS, under this contract, the City agrees to provide eight (8) officers and one (1) supervisor for a period of one year to the SRO Program and the Board shall reimburse the City for \$659,222.00 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2024; and

WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THEREFORE, BE IT RESOLVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of \$659,222.00 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the ____ day of _____, 2023.

Sandra Keeney
High Point City Clerk

Mayor Jay W. Wagner

STATE OF NORTH CAROLINA

CITY OF HIGH POINT

CONTRACT – SRO Program

THIS CONTRACT, entered into this 1st day of August, 2023, by and between the CITY OF HIGH POINT, hereinafter referred to as “City”; and the GUILFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as “Board”;

WITNESSETH:

THAT WHEREAS, the Board desires special law enforcement services to be rendered by the City of HIGH POINT, namely the providing of School Safety Resource Officers (SROs) and

WHEREAS, the City of HIGH POINT has agreed to provide such special law enforcement services to the Board upon certain terms and conditions provided hereinafter; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of North Carolina, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

1.01 The City shall provide eight (8) sworn police officers to be assigned to specific middle/high schools as School Safety Resource Officers (SROs) by the Chief of Police. The City shall also provide one (1) supervisor for the SRO unit. The selection of the individual officers shall be at the discretion of the Chief of Police. During the term of this agreement, the primary duty and responsibility of the SROs shall be to the schools. The SROs are expected to be on duty at school on regular school days and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the Police Department’s SRO Supervising Officer upon consultation with the Board’s Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program

Administrators for School Safety, the principal of the school, and the Chief of Police or the Police Department's SRO Supervising Officer.

- 1.02 It is understood that, in the event of Police Department emergencies, the School Safety Resource Officers may be required, for short periods of time, to attend such emergencies in lieu of their duties under this Contract. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practical. For purposes of this Contract, "emergency" is defined as an event that involves an imminent threat of death or serious bodily injury or a threat to the wellbeing and safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.
- 1.03 It is understood that the School Safety Resource Officers are employees of the High Point Police Department and will be subject to the vacation and holiday schedule of the department. In the event an SRO is absent from work, the SRO shall notify both their police department supervisor and the principal of the school to which the SRO is assigned. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Contract.
- 1.04 The City shall ensure that the exercise of any law enforcement powers by the SROs is in compliance with the authority granted by law and that they receive basic and in-service training necessary to properly maintain their law enforcement certification.
- 1.05 SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.

- 1.06 The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.
- 2.02 For the fiscal year covered by this agreement (FY 2023-2024), the Board shall pay to the City the amount needed to pay 75% of the actual salaries and benefits for the eight SROs and one supervisor plus \$2,000.00 per officer and supervisor for equipment, vehicle, and other expenses as set out in the attached cost sheet incorporated herein by reference.
- 2.03 The Board shall also reimburse the City for the amount paid for SROs and the SRO supervisor to attend the annual SRO Training Conference.
- 2.04 The Board shall make biannual (twice a year) payments to the City to cover the costs set out in 2.02 and 2.03 above. Invoices shall be sent to the Board in January and June and Board shall have thirty (30) days from the invoice date to make payment. Payments to the City should be sent to the City of High Point Finance Department.
- 2.06 The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture and/or telephone to SROs through the duration of this contract.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

- 3.01 The general outline of the Program shall be as provided in the previously executed agreement entitled "School Resource Officer Program Memorandum of Understanding (MOU)," which is incorporated herein by reference.
- 3.02 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health and/or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health and/or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon a signed notarized consent of a parent or guardian, the issuance of a search warrant or a subpoena to produce the records.

SECTION 4. TERM OF AGREEMENT

- 4.01 This Agreement shall be made for a one-year period beginning on the date of signature, and ending on June 30, 2024, with the intent to renew the Agreement, contingent upon the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs, for successive terms beginning on August 1.
- 4.02 Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate as set out below.

SECTION 5. TERMINATION

5.01 Either party may terminate this Agreement early by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 6. INVALID PROVISION

6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.

6.02 Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

7.01 Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either part any of its rights herein or any of its elections under the terms and conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the specific subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month, and year first above written.

ATTEST:

CITY OF HIGH POINT

BY: _____
Sandra Keeney, City Clerk

Tasha Logan Ford, City Manager

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

Bobby Fitzjohn, City Finance Office

Approved as to Legality and Form:

Meghan Maguire
City Attorney

Approved as to Content:

J. Travis Stroud
Chief of Police, City of High Point

ATTEST:

GUILFORD COUNTY
BOARD OF EDUCATION

Clerk to the Board

By:

This instrument has been preaudited in the
Manner required by the School Budget and
Fiscal Control Act.

Approved as to Legality and Form:

Guilford County Board of Education
Chief Financial Officer

Attorney for Guilford County
Board of Education

**City of High Point
High Point Police Department
School Resource Officer Contract**

COST SHEET FOR FISCAL YEAR 2023-2024

75% of Salary and Benefits for 8 Police Officers	\$	544,132.00
75% of Salary and Benefits for 1 Supervisor	\$	87,377.00
\$2,000 per Officer and Supervisor for Equipment:	\$	18,000.00
Cost of SRO Training Conference:	\$	9,713.00
 TOTAL	 \$	 659,222.00

CITY OF HIGH POINT

AGENDA ITEM



Title: Change Order No. 8 - Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project, Garney Companies Inc.

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: July 17, 2023

Public Hearing: No

Advertising Date: June 18, 2021

Advertised By: Purchasing

Attachments: Attachment A, Change Order Number 8
Attachment B, Settlement Agreement

PURPOSE: To approve Change Order No. 8 to Garney Companies Inc. for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project. The change order is for the additional work to correct expansion and contraction of the steel pipe at the manholes by installing reinforced concrete thrust blocking with steel saddles. The Change Order includes related labor, materials, equipment, and overhead outside of the scope of the original contract.

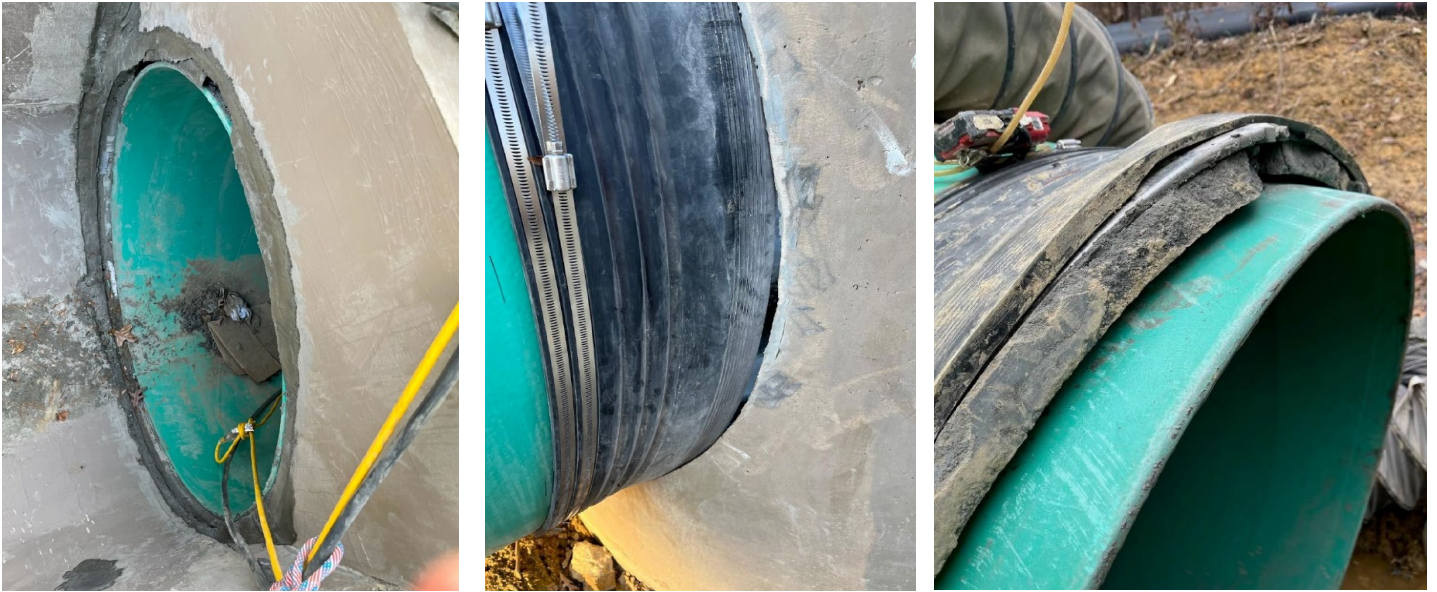
BACKGROUND: City Council approved the contract with Garney Companies Inc. for the Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project on August 16, 2021. The current amount of the contract is \$16,953,289.83. The Richland Creek Sewer Outfall conveys approximately 5 million gallons per day of sewage to the Eastside Wastewater Treatment Plant. The scope of the project is to replace the 16 aerial crossings (totaling approximately 5,600 feet) with new 48-inch diameter spiral-weld steel pipe (WSP).

This Change Order will incorporate changes to the Richland Creek Sewer Outfall project to correct expansion and contraction issues of steel pipe at the manholes. It is determined that an additional rigid restraint will be required between the expansion joints and manhole at Aerials 1 through 15, totaling 23 locations. Work will include the appropriate lining and coating repairs and subsequent bypass pumping requirements.

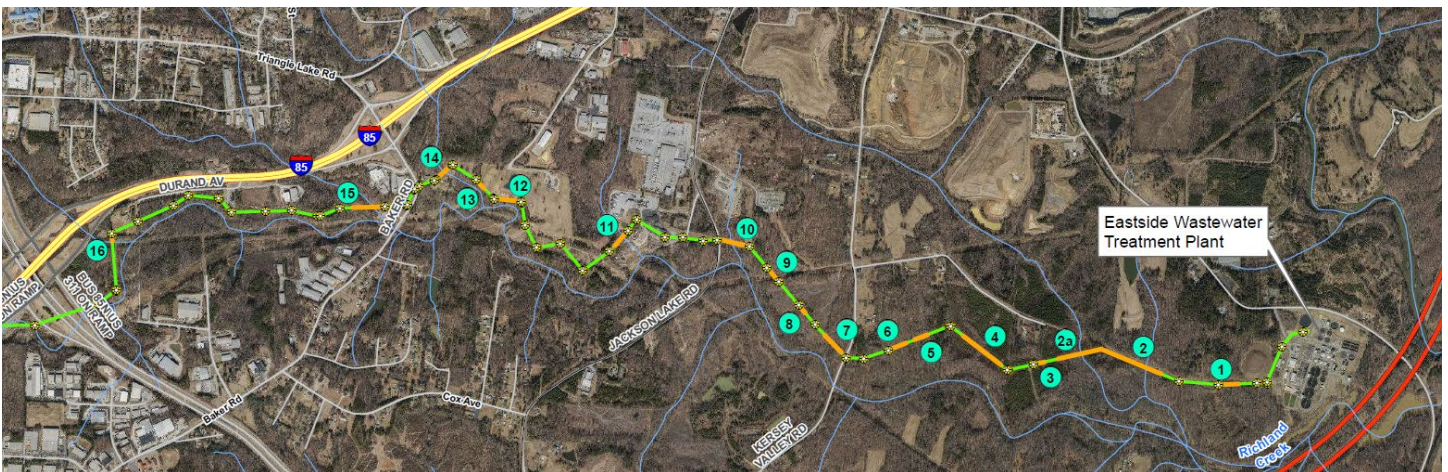
The Change Order amount is \$834,276.74. Staff were able to reduce the Change Order amount by \$256,569.20 through negotiations. The new Change Order amount is \$577,707.54.

BUDGET IMPACT: Funds for this are available in the FY 2023-2024 budget.

RECOMMENDATION / ACTION REQUESTED: Public Services is recommending that Council approve Change Order No. 8 to Garney Companies Inc. in the amount of \$577,707.54, and a 60-day extension to the contract end date. Upon approval of Change Order No. 8, the new total contract amount will be increased to \$17,530,997.37 and the adjusted contract completion date will be December 11, 2023.



Pictures showing the pipe movement inside of the manholes and pull-out damage to the manhole rubber boot.



The 16 aerial segments of the Richland Creek Outfall.
Each aerial has an expansion joint. Some aerials have more than one expansion joint.

Exhibit showing proposed reinforced concrete thrust blocking with steel saddle installation between the expansion coupling and the manhole.



	EXHIBIT DRAWING FOR RICHLAND CREEK SEWER AERIAL OUTFALL SEWER PIPE REPLACEMENT CITY OF HIGH POINT, NC	SHEET NO. 1 OF 1
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5400 Glenwood Avenue, Suite 400
Raleigh, NC 27612
tel: 919-325-3500

February 1, 2023

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 S. Hamilton, Room 206
High Point, NC 27260

Subject: Richland Creek Aerial Sewer Replacement Project – Repairs & Modifications to Aerials related to Thermal Expansion of Pipe

Dear Mr. Boone:

Due to the recent expansion and contraction issues of steel pipe at the manholes for Aerials 1 through 3, it was determined that an additional rigid restraint will be required between the expansion joints and manhole at Aerials 1 through 15. Due to its short length, Aerial 16 will not require an anchor. At the request of the City of High Point and CDM Smith, Aerials 1 through 15 will receive new reinforced concrete anchors with welded rigid supports attached and welded to the steel pipe. Work will include the appropriate lining and coating repairs and subsequent bypassing requirements.

Garney Construction has submitted a proposal in the amount of \$834,276.74 with a time extension request of 60 days for the changes noted above. After reviewing the contents of this proposal, CDM Smith recommends that the City of High Point accept this proposal.

Sincerely,

A handwritten signature in blue ink, reading "Daniel C. Williams".

Daniel Williams
Construction Manager
CDM Smith Inc.

cc: M. Pollard
G. Fetterolf



CITY OF HIGH POINT

AGENDA ITEM



Title: Kersey Valley Road Realignment, Triangle Grading & Paving, Inc. - Bid 42-060623

From: Robby Stone – Public Services Director

Meeting Date: July 17, 2023

Public Hearing: N/A

Advertising Date: May 4, 2023

Advertised By: Purchasing

Attachments: Attachment A – Award Memo
Attachment B – Bid Tabulations
Attachment C – Roadway Aerial Design Overlay
Attachment D – Kersey Valley Landfill Phasing (future contract)

PURPOSE: Re-aligning Kersey Valley Road to allow for future expansion of the City's Kersey Valley Landfill. The new roadway will be approximately 0.75 miles in length. The new roadway will be conveyed to the NCDOT upon final completion, acceptance, and engineering certifications.

BACKGROUND: This project will consist of various pay items, including asphalt, guardrail, grading, paving, signing, pavement markings, traffic control, a special installation of a geotechnical engineered material over an existing unregulated landfill, and erosion control. The NCDOT has participated in plan reviews and meetings associated with this project.

All Easements and Right-of-Ways have been acquired from applicable property owners within this corridor. All permits have been acquired as well. The estimated timeframe for completion of the new roadway is 240 calendar days.

Once the new roadway is constructed and open for motorists, the existing portion of Kersey Valley Road in the vicinity of the City Kersey Valley Landfill will be permanently closed. It will be demolished when the expansion of Area 3 (Phases 7 & 8) is constructed. These phases are shown on Attachment D.

A total of six (6) bidders responded for the advertised project. Triangle Grading & Paving, Inc. was the lowest bidder when bids were opened on June 21, 2023.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Triangle Grading & Paving, Inc. in the amount of \$4,869,301.40.



WithersRavenel

Our People. Your Success.

June 26, 2023

Mr. Robby Stone, PE – Public Services Director
Public Services Department
City of High Point
PO Box 230
High Point, NC 27261

**RE: City of High Point, NC
Kersey Valley Road Realignment Project
Bid No. 42-060623**

Dear Mr. Stone:

Bids were received by the Purchasing Department on June 21, 2023 for the above referenced project. A total of six (6) bids were submitted and read, as summarized below.

Bidder	Total Amount Bid for the Contract
Triangle Grading & Paving, Inc.	\$4,869,301.40
Mountaineer Contractors, Inc.	\$4,883,134.50
Jimmy R. Lynch & Sons, Inc.	\$5,342,519.69
KWEST Group, LLC	\$6,213,062.00
APAC-Atlantic, Inc.	\$6,360,959.00
Morgan Corp.	\$7,613,568.00

A detailed listing of all bids is attached.

Public Services Department staff advised that they wish to move forward with the bid.

The lowest bidder, Triangle Grading & Paving, Inc., is an experienced contractor licensed by the State of North Carolina as a Heavy Highway, Public Utilities General Contractor (License #17456). They have performed several similar projects in North Carolina and are capable of performing the work called for in this project.

It is our recommendation that the City Council award the contract to Triangle Grading & Paving, Inc. for the Total Amount Bid for the Contract of \$4,869,301.10.

The recommended Construction Budget is as follows:

<u>Item</u>	<u>Cost</u>
Construction Bid	\$4,519,301.40
<u>Construction Contingency</u>	<u>\$350,000.00</u>
Total Construction Budget	\$4,869,301.40

The original bid documents/submittals will be returned to your office under separate cover for your files.



WithersRavenel

Our People Your Success

Please feel free to contact me if you have any questions or require additional information.

Sincerely,
WithersRavenel

Ted Kallam, PE
Director of Transportation

Cc: File (enc)

KERSEY VALLEY ROAD REALIGNMENT (SR 1154) - BID PROPOSAL FORM

ITEMIZED BID TAB - Bid #: 42-060623

6/21/2023

BID BY:						ENGINEER'S ESTIMATE		TRIANGLE GRADING & PAVING		MOUNTAINEER CONTRACTORS, INC		JIMMY R. LYNCH & SONS, INC		KWEST GROUP, LLC		APAC-ATLANTIC, INC		MORGAN CORP	
Item No.	Paid By	Sec No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	T	800	Mobilization	1	LS	\$ 260,000.00	\$ 260,000.00	\$ 240,000.00	\$ 240,000.00	\$ 242,050.00	\$ 242,050.00	\$ 300,600.00	\$ 300,600.00	\$ 265,780.00	\$ 265,780.00	\$ 377,000.00	\$ 377,000.00	\$ 378,132.00	\$ 378,132.00
2	T	801	Construction Surveying	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 78,750.00	\$ 78,750.00	\$ 45,850.00	\$ 45,850.00	\$ 169,700.00	\$ 169,700.00	\$ 120,000.00	\$ 120,000.00	\$ 60,000.00	\$ 60,000.00	\$ 128,680.00	\$ 128,680.00
3	T	200	Supplementary Clearing & Grubbing	1	AC	\$ 950.00	\$ 950.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 16,000.00	\$ 16,000.00	\$ 19,000.00	\$ 19,000.00	\$ 8,500.00	\$ 8,500.00	\$ 23,364.00	\$ 23,364.00
4	T	225	Unclassified Excavation	38,850	CY	\$ 25.00	\$ 971,250.00	\$ 6.50	\$ 252,525.00	\$ 8.00	\$ 310,800.00	\$ 13.11	\$ 509,323.50	\$ 30.00	\$ 1,165,500.00	\$ 14.20	\$ 551,670.00	\$ 15.50	\$ 602,175.00
5	T	225	Undercut Excavation	9,940	CY	\$ 40.00	\$ 397,600.00	\$ 12.00	\$ 119,280.00	\$ 19.50	\$ 193,830.00	\$ 18.64	\$ 185,281.60	\$ 27.00	\$ 268,380.00	\$ 22.80	\$ 226,632.00	\$ 15.00	\$ 149,100.00
6	T	226	Grading	1	LS	\$ 128,000.00	\$ 128,000.00	\$ 548,900.00	\$ 548,900.00	\$ 410,500.00	\$ 410,500.00	\$ 370,500.00	\$ 370,500.00	\$ 497,713.00	\$ 497,713.00	\$ 980,000.00	\$ 980,000.00	\$ 442,470.00	\$ 442,470.00
7	T	SP	Rock Excavation in Trench (Contingency)	250	CY	\$ 250.00	\$ 62,500.00	\$ 372.25	\$ 93,062.50	\$ 105.00	\$ 26,250.00	\$ 240.00	\$ 60,000.00	\$ 115.00	\$ 28,750.00	\$ 170.00	\$ 42,500.00	\$ 95.00	\$ 23,750.00
8	T	240	Drainage Ditch Excavation	320	CY	\$ 25.00	\$ 8,000.00	\$ 7.00	\$ 2,240.00	\$ 130.00	\$ 41,600.00	\$ 5.00	\$ 1,600.00	\$ 6.00	\$ 1,920.00	\$ 18.00	\$ 5,760.00	\$ 51.30	\$ 16,416.00
9	T	260	Proof Rolling	10	HR	\$ 300.00	\$ 3,000.00	\$ 292.50	\$ 2,925.00	\$ 120.00	\$ 1,200.00	\$ 589.00	\$ 5,890.00	\$ 200.00	\$ 2,000.00	\$ 220.00	\$ 2,200.00	\$ 277.50	\$ 2,775.00
10	T	270	Geotextile (Type 4)	14,200	SY	\$ 3.00	\$ 42,600.00	\$ 2.20	\$ 31,240.00	\$ 1.20	\$ 17,040.00	\$ 3.71	\$ 52,682.00	\$ 2.00	\$ 28,400.00	\$ 4.15	\$ 58,930.00	\$ 8.55	\$ 121,410.00
11	T	SP	Geogrid	26,400	SY	\$ 4.00	\$ 105,600.00	\$ 5.05	\$ 133,320.00	\$ 3.75	\$ 99,000.00	\$ 4.56	\$ 120,384.00	\$ 3.25	\$ 85,800.00	\$ 6.00	\$ 158,400.00	\$ 11.00	\$ 290,400.00
12	T	SP	Waste Material Haul Off	11,093	CY	\$ 1.50	\$ 16,639.50	\$ 5.00	\$ 55,465.00	\$ 8.00	\$ 88,744.00	\$ 9.58	\$ 106,270.94	\$ 9.00	\$ 99,837.00	\$ 24.00	\$ 266,232.00	\$ 9.00	\$ 99,837.00
13	T	300	Foundation Conditioning Material, Minor Str	130	TN	\$ 30.00	\$ 3,900.00	\$ 60.00	\$ 7,800.00	\$ 62.00	\$ 8,060.00	\$ 54.00	\$ 7,020.00	\$ 60.00	\$ 7,800.00	\$ 86.00	\$ 11,180.00	\$ 48.00	\$ 6,240.00
14	T	300	Foundation Conditioning Geotextile	390	SY	\$ 2.50	\$ 975.00	\$ 7.50	\$ 2,925.00	\$ 2.00	\$ 780.00	\$ 3.00	\$ 1,170.00	\$ 3.50	\$ 1,365.00	\$ 5.00	\$ 1,950.00	\$ 5.50	\$ 2,145.00
15	T	305	15" Drainage Pipe	164	LF	\$ 70.00	\$ 11,480.00	\$ 66.00	\$ 10,824.00	\$ 65.00	\$ 10,660.00	\$ 58.00	\$ 9,512.00	\$ 95.00	\$ 15,580.00	\$ 91.00	\$ 14,924.00	\$ 84.00	\$ 13,776.00
16	T	305	18" Drainage Pipe	112	LF	\$ 80.00	\$ 8,960.00	\$ 75.00	\$ 8,400.00	\$ 75.00	\$ 8,400.00	\$ 64.00	\$ 7,168.00	\$ 133.00	\$ 14,896.00	\$ 129.00	\$ 14,448.00	\$ 96.50	\$ 10,808.00
17	T	305	24" Drainage Pipe	16	LF	\$ 92.00	\$ 1,472.00	\$ 90.00	\$ 1,440.00	\$ 110.00	\$ 1,760.00	\$ 91.00	\$ 1,456.00	\$ 156.00	\$ 2,496.00	\$ 184.00	\$ 2,944.00	\$ 130.50	\$ 2,088.00
18	T	310	15" RC Pipe Culvert, Class III	52	LF	\$ 70.00	\$ 3,640.00	\$ 55.00	\$ 2,860.00	\$ 85.00	\$ 4,420.00	\$ 71.00	\$ 3,692.00	\$ 132.00	\$ 6,864.00	\$ 127.00	\$ 6,604.00	\$ 84.00	\$ 4,368.00
19	T	310	18" RC Pipe Culvert, Class III	288	LF	\$ 80.00	\$ 23,040.00	\$ 75.00	\$ 21,600.00	\$ 85.00	\$ 24,480.00	\$ 77.00	\$ 22,176.00	\$ 125.00	\$ 36,000.00	\$ 128.00	\$ 36,864.00	\$ 96.50	\$ 27,792.00
20	T	310	24" RC Pipe Culvert, Class III	172	LF	\$ 100.00	\$ 17,200.00	\$ 105.00	\$ 18,060.00	\$ 115.00	\$ 19,780.00	\$ 100.00	\$ 17,200.00	\$ 152.00	\$ 26,144.00	\$ 150.00	\$ 25,800.00	\$ 130.50	\$ 22,446.00
21	T	310	30" RC Pipe Culvert, Class III	104	LF	\$ 120.00	\$ 12,480.00	\$ 130.00	\$ 13,520.00	\$ 140.00	\$ 14,560.00	\$ 135.00	\$ 14,040.00	\$ 185.00	\$ 19,240.00	\$ 206.00	\$ 21,424.00	\$ 178.50	\$ 18,564.00
22	T	310	18" RC Pipe Culvert, Class IV	68	LF	\$ 85.00	\$ 5,780.00	\$ 125.00	\$ 8,500.00	\$ 100.00	\$ 6,800.00	\$ 89.00	\$ 6,052.00	\$ 173.00	\$ 11,764.00	\$ 115.00	\$ 7,820.00	\$ 109.00	\$ 7,412.00
23	T	310	30" RC Pipe Culvert, Class IV	172	LF	\$ 145.00	\$ 24,940.00	\$ 140.00	\$ 24,080.00	\$ 165.00	\$ 28,380.00	\$ 127.00	\$ 21,844.00	\$ 191.00	\$ 32,852.00	\$ 195.00	\$ 33,540.00	\$ 202.00	\$ 34,744.00
24	T	310	18" RC Pipe Culvert, Class V	64	LF	\$ 80.00	\$ 5,120.00	\$ 105.00	\$ 6,720.00	\$ 98.00	\$ 6,272.00	\$ 95.00	\$ 6,080.00	\$ 161.00	\$ 10,304.00	\$ 130.00	\$ 8,320.00	\$ 122.50	\$ 7,840.00
25	T	310	Pipe End Section	3	EA	\$ 1,600.00	\$ 4,800.00	\$ 2,940.00	\$ 8,820.00	\$ 3,250.00	\$ 9,750.00	\$ 2,551.00	\$ 7,653.00	\$ 2,675.00	\$ 8,025.00	\$ 1,460.00	\$ 4,380.00	\$ 2,880.00	\$ 8,640.00
26	T	340	Pipe Removal	232	LF	\$ 20.00	\$ 4,640.00	\$ 25.00	\$ 5,800.00	\$ 90.00	\$ 20,880.00	\$ 12.00	\$ 2,784.00	\$ 39.00	\$ 9,048.00	\$ 64.00	\$ 14,848.00	\$ 80.00	\$ 18,560.00
27	T	520	Aggregate Base Course	23,480	TN	\$ 40.00	\$ 939,200.00	\$ 43.00	\$ 1,009,640.00	\$ 39.00	\$ 915,720.00	\$ 41.70	\$ 979,116.00	\$ 45.00	\$ 1,056,600.00	\$ 44.15	\$ 1,036,642.00	\$ 58.00	\$ 1,361,840.00
28	T	545	Incidental Stone Base	100	TN	\$ 40.00	\$ 4,000.00	\$ 55.00	\$ 5,500.00	\$ 75.00	\$ 7,500.00	\$ 47.00	\$ 4,700.00	\$ 55.00	\$ 5,500.00	\$ 65.00	\$ 6,500.00	\$ 55.00	\$ 5,500.00
29	T	560	Shoulder Borrow	2,650	CY	\$ 25.00	\$ 66,250.00	\$ 10.00	\$ 26,500.00	\$ 14.00	\$ 37,100.00	\$ 9.43	\$ 24,989.50	\$ 20.00	\$ 53,000.00	\$ 16.60	\$ 43,990.00	\$ 39.00	\$ 103,350.00
30	T	607	Milling Asphalt Pavement, 0" to 1-1/2"	280	SY	\$ 18.60	\$ 5,208.00	\$ 20.00	\$ 5,600.00	\$ 30.00	\$ 8,400.00	\$ 31.00	\$ 8,680.00	\$ 7.00	\$ 1,960.00	\$ 32.00	\$ 8,960.00	\$ 75.00	\$ 21,000.00
31	T	610	Asphalt Conc Base Course, Type B25.0C	3,710	TN	\$ 80.00	\$ 296,800.00	\$ 68.00	\$ 252,280.00	\$ 70.00	\$ 259,700.00	\$ 76.57	\$ 284,074.70	\$ 69.00	\$ 255,990.00	\$ 70.00	\$ 259,700.00	\$ 118.00	\$ 437,780.00
32	T	610	Asphalt Conc Binder Course, Type I19.0C	3,640	TN	\$ 80.00	\$ 291,200.00	\$ 70.50	\$ 256,620.00	\$ 75.00	\$ 273,000.00	\$ 80.10	\$ 291,564.00	\$ 72.00	\$ 262,080.00	\$ 73.00	\$ 265,720.00	\$ 123.45	\$ 449,358.00
33	T	610	Asphalt Conc. Surface Course, Type S9.5C	2,800	TN	\$ 80.00	\$ 224,000.00	\$ 73.50	\$ 205,800.00	\$ 80.00	\$ 224,000.00	\$ 82.46	\$ 230,888.00	\$ 74.00	\$ 207,200.00	\$ 76.00	\$ 212,800.00	\$ 127.00	\$ 355,600.00
34	T	620	Asphalt Binder For Plant Mix	505	TN	\$ 700.00	\$ 353,500.00	\$ 725.00	\$ 366,125.00	\$ 715.00	\$ 361,075.00	\$ 843.00	\$ 425,715.00	\$ 715.00	\$ 361,075.00	\$ 775.00	\$ 391,375.00	\$ 1,297.00	\$ 654,985.00
35	T	840	Masonry Drainage Structures	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00	\$ 2,860.00	\$ 14,300.00	\$ 3,963.00	\$ 19,815.00	\$ 5,200.00	\$ 26,000.00	\$ 6,750.00	\$ 33,750.00	\$ 16,250.00	\$ 81,250.00
36	T	840	Masonry Drainage Structures	17.8	LF	\$ 600.00	\$ 10,680.00	\$ 250.00	\$ 4,450.00	\$ 325.00	\$ 5,785.00	\$ 693.00	\$ 12,335.40	\$ 350.00	\$ 6,230.00	\$ 1,080.00	\$ 19,224.00	\$ 1,403.00	\$ 24,973.40
37	T	840	Frame with Two Grates, STD 840.29	1	EA	\$ 600.00	\$ 600.00	\$ 1,115.00	\$ 1,115.00	\$ 880.00	\$ 880.00	\$ 960.00	\$ 960.00	\$ 1,095.00	\$ 1,095.00	\$ 1,850.00	\$ 1,850.00	\$ 1,098.00	\$ 1,098.00
38	T	840	Frame with Cover, STD 840.54	4	EA	\$ 800.00	\$ 3,200.00	\$ 940.00	\$ 3,760.00	\$ 880.00	\$ 3,520.00	\$ 831.00	\$ 3,324.00	\$ 835.00	\$ 3,340.00	\$ 1,100.00	\$ 4,400.00	\$ 789.50	\$ 3,158.00
39	T	862	Steel Beam Guardrail	3,575	LF	\$ 25.00	\$ 89,375.00	\$ 26.00	\$ 92,950.00	\$ 30.00	\$ 107,250.00	\$ 29.45	\$ 105,283.75	\$ 30.00	\$ 107,250.00	\$ 25.00	\$ 89,375.00	\$ 48.00	\$ 171,600.00
40	T	862	Additional Guardrail Posts	10	EA	\$ 20.00	\$ 200.00	\$ 1.00	\$ 10.00	\$ 2.00	\$ 20.00	\$ 2.00	\$ 20.00	\$ 55.00	\$ 550.00	\$ 1.00	\$ 10.00	\$ 115.00	\$ 1,150.00
41	T	SP	Guardrail End Units, Type GREU (TL-3)	12	EA	\$ 3,100.00	\$ 37,200.00	\$ 3,255.00	\$ 39,060.00	\$ 3,500.00	\$ 42,000.00	\$ 3,652.00	\$ 43,824.00	\$ 4,200.00	\$ 50,400.00	\$ 3,100.00	\$ 37,200.00	\$ 9,758.00	\$ 117,096.00
42	T	866	Chain Link Fence, 48" Fabric	406	LF	\$ 10.00	\$ 4,060.00	\$ 11.00	\$ 4,466.00	\$ 15.00	\$ 6,090.00	\$ 13.00	\$ 5,278.00	\$ 20.00	\$ 8,120.00	\$ 10.50	\$ 4,263.00	\$ 38.00	\$ 15,428.00
43	T	866	Metal Line Posts for 48" Chain Link Fence	34	EA	\$ 70.00	\$ 2,380.00	\$ 110.00	\$ 3,740.00	\$ 115.00	\$ 3,910.00	\$ 124.00	\$ 4,216.00	\$ 80.00	\$ 2,720.00	\$ 105.00	\$ 3,570.00	\$ 111.00	\$ 3,774.00
44	T	866	Metal Terminal Posts for 48" Chain Link Fence	8	EA	\$ 125.00	\$ 1,000.00	\$ 315.00	\$ 2,520.00	\$ 310.00	\$ 2,480.00	\$ 354.00	\$ 2,832.00	\$ 150.00	\$ 1,200.00	\$ 300.00	\$ 2,400.00	\$ 147.50	\$ 1,180.00
45	T	866	Metal Gate Posts for 48" Chain Link Fence, Double Gate	2	EA	\$ 100.00	\$ 200.00	\$ 315.00	\$ 630.00	\$ 310.00	\$ 620.00	\$ 354.00	\$ 708.00	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00
46	T	866	Double Gates, 48" High, 30' Wide, 30" Opening	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,365.00	\$ 1,365.00	\$ 1,350.00	\$ 1,350.00	\$ 1,532.00	\$ 1,532.00	\$ 4,800.00	\$ 4,800.00	\$ 1,300.00	\$ 1,300.00	\$ 4,750.00	\$ 4,750.00
47	T	876	Rip Rap, Class I	90	TN	\$ 65.00	\$ 5,850.00	\$ 68.00	\$ 6,120.00	\$ 80.00	\$ 7,200.00	\$ 69.00	\$ 6,210.00	\$ 145.00	\$ 13,050.00	\$ 115.00	\$ 10,350.00	\$ 102.00	\$ 9,180.00
48	T	876	Rip Rap, Class B	560	TN	\$ 60.00	\$ 33,600.00	\$ 62.00	\$ 34,720.00	\$ 80.00	\$ 44,800.00	\$ 65.00	\$ 36,400.00	\$ 145.00	\$ 81,200.00	\$ 90.00	\$ 50,400.00	\$ 76.32	\$ 42,739.20
49	T	876	Geotextile for Drainage (Type 2)	1,300	SY	\$ 3.50	\$ 4,550.00	\$ 5.00	\$ 6,500.00	\$ 2.50	\$ 3,250.00	\$ 3.05	\$ 3,965.00	\$ 1.75	\$ 2,275.00	\$ 7.70	\$ 10,010.00	\$ 4.46	\$ 5,798.00
50	T	1205	Thermoplastic Pavement Marking Lines (4", 90 Mils)	8,700	LF	\$ 1.20	\$ 10,440.00	\$ 1.05	\$ 9,135.00	\$ 1.25	\$ 10,875.00	\$ 2.66	\$ 23,142.00	\$ 1.25	\$ 10,875.00	\$ 0.70	\$ 6,090.00	\$ 3.03	\$ 26,361.

53	T	1605	Temporary Silt Fence	11,630	LF	\$ 5.00	\$ 58,150.00	\$ 3.50	\$ 40,705.00	\$ 4.55	\$ 52,916.50	\$ 2.66	\$ 30,935.80	\$ 3.15	\$ 36,634.50	\$ 3.20	\$ 37,216.00	\$ 6.00	\$ 69,780.00
54	T	1610	Erosion Control Stone, Class A	150	TN	\$ 55.00	\$ 8,250.00	\$ 60.00	\$ 9,000.00	\$ 70.00	\$ 10,500.00	\$ 55.00	\$ 8,250.00	\$ 84.00	\$ 12,600.00	\$ 97.00	\$ 14,550.00	\$ 85.00	\$ 12,750.00
55	T	1610	Erosion Control Stone, Class B	650	TN	\$ 50.00	\$ 32,500.00	\$ 62.00	\$ 40,300.00	\$ 70.00	\$ 45,500.00	\$ 65.00	\$ 42,250.00	\$ 65.00	\$ 42,250.00	\$ 100.00	\$ 65,000.00	\$ 85.00	\$ 55,250.00
56	T	1610	Sediment Control Stone	215	TN	\$ 45.00	\$ 9,675.00	\$ 55.00	\$ 11,825.00	\$ 60.00	\$ 12,900.00	\$ 54.00	\$ 11,610.00	\$ 100.00	\$ 21,500.00	\$ 90.00	\$ 19,350.00	\$ 65.00	\$ 13,975.00
57	T	1610	Temporary Mulching	0.5	AC	\$ 1,000.00	\$ 500.00	\$ 2,100.00	\$ 1,050.00	\$ 3,000.00	\$ 1,500.00	\$ 2,297.00	\$ 1,148.50	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 6,010.00	\$ 3,005.00
58	T	1620	Seed for Temporary Seeding	100	LBS	\$ 5.00	\$ 500.00	\$ 7.35	\$ 735.00	\$ 10.00	\$ 1,000.00	\$ 6.00	\$ 600.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 22.54	\$ 2,254.00
59	T	1620	Fertilizer for Temporary Seeding	2	TN	\$ 850.00	\$ 1,700.00	\$ 2,730.00	\$ 5,460.00	\$ 1,900.00	\$ 3,800.00	\$ 1,944.00	\$ 3,888.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,005.00	\$ 6,010.00
60	T	1622	Temporary Slope Drains	305	LF	\$ 20.00	\$ 6,100.00	\$ 45.00	\$ 13,725.00	\$ 35.00	\$ 10,675.00	\$ 68.00	\$ 20,740.00	\$ 86.40	\$ 26,352.00	\$ 74.00	\$ 22,570.00	\$ 25.00	\$ 7,625.00
61	T	1630	Silt Excavation	7,710	CY	\$ 15.00	\$ 115,650.00	\$ 5.00	\$ 38,550.00	\$ 8.40	\$ 64,764.00	\$ 6.00	\$ 46,260.00	\$ 15.00	\$ 115,650.00	\$ 19.00	\$ 146,490.00	\$ 18.00	\$ 138,780.00
62	T	1631	Matting for Erosion Control	45,810	SY	\$ 2.00	\$ 91,620.00	\$ 1.89	\$ 86,580.90	\$ 1.80	\$ 82,458.00	\$ 1.95	\$ 89,329.50	\$ 1.40	\$ 64,134.00	\$ 1.40	\$ 64,134.00	\$ 3.00	\$ 137,430.00
63	T	SP	Coir Fiber Mat	245	SY	\$ 6.00	\$ 1,470.00	\$ 4.20	\$ 1,029.00	\$ 17.00	\$ 4,165.00	\$ 7.00	\$ 1,715.00	\$ 8.00	\$ 1,960.00	\$ 8.00	\$ 1,960.00	\$ 12.02	\$ 2,944.90
64	T	1632	1/4" Hardware Cloth	85	LF	\$ 7.00	\$ 595.00	\$ 26.25	\$ 2,231.25	\$ 125.00	\$ 10,625.00	\$ 6.00	\$ 510.00	\$ 6.00	\$ 510.00	\$ 6.00	\$ 510.00	\$ 9.00	\$ 765.00
65	T	SP	Coir Fiber Wattle	2,280	LF	\$ 12.00	\$ 27,360.00	\$ 12.60	\$ 28,728.00	\$ 6.00	\$ 13,680.00	\$ 15.91	\$ 36,274.80	\$ 14.00	\$ 31,920.00	\$ 14.00	\$ 31,920.00	\$ 21.00	\$ 47,880.00
66	T	SP	Polyacrylamide (PAM)	685	LBS	\$ 5.00	\$ 3,425.00	\$ 16.80	\$ 11,508.00	\$ 6.00	\$ 4,110.00	\$ 18.00	\$ 12,330.00	\$ 8.00	\$ 5,480.00	\$ 8.00	\$ 5,480.00	\$ 12.00	\$ 8,220.00
67	T	1640	Coir Fiber Baffle	2,290	LF	\$ 6.00	\$ 13,740.00	\$ 9.45	\$ 21,640.50	\$ 6.00	\$ 13,740.00	\$ 6.78	\$ 15,526.20	\$ 10.15	\$ 23,243.50	\$ 8.00	\$ 18,320.00	\$ 13.50	\$ 30,915.00
68	T	SP	1-1/2" Skimmer	24	EA	\$ 1,000.00	\$ 24,000.00	\$ 2,027.50	\$ 48,660.00	\$ 1,375.00	\$ 33,000.00	\$ 1,900.00	\$ 45,600.00	\$ 1,810.00	\$ 43,440.00	\$ 1,220.00	\$ 29,280.00	\$ 1,252.00	\$ 30,048.00
69	T	SP	2" Skimmer	3	EA	\$ 1,800.00	\$ 5,400.00	\$ 2,302.50	\$ 6,907.50	\$ 1,540.00	\$ 4,620.00	\$ 3,687.00	\$ 11,061.00	\$ 2,460.00	\$ 7,380.00	\$ 1,990.00	\$ 5,970.00	\$ 1,544.00	\$ 4,632.00
70	T	1660	Seeding and Mulching	3	AC	\$ 2,800.00	\$ 8,400.00	\$ 3,360.00	\$ 10,080.00	\$ 4,600.00	\$ 13,800.00	\$ 1,866.00	\$ 5,598.00	\$ 8,500.00	\$ 25,500.00	\$ 8,500.00	\$ 25,500.00	\$ 18,780.00	\$ 56,340.00
71	T	1660	Mowing	0.5	AC	\$ 200.00	\$ 100.00	\$ 840.00	\$ 420.00	\$ 500.00	\$ 250.00	\$ 354.00	\$ 177.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 1,127.00	\$ 563.50
72	T	1661	Seed for Repair Seeding	50	LBS	\$ 6.50	\$ 325.00	\$ 10.50	\$ 525.00	\$ 4.00	\$ 200.00	\$ 18.00	\$ 900.00	\$ 2.00	\$ 100.00	\$ 2.00	\$ 100.00	\$ 3.00	\$ 150.00
73	T	1661	Fertilizer for Repair Seeding	0.25	TN	\$ 1,450.00	\$ 362.50	\$ 2,782.50	\$ 695.63	\$ 1,800.00	\$ 450.00	\$ 2,297.00	\$ 574.25	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 6,010.00	\$ 1,502.50
74	T	1662	Seed for Supplemental Seeding	50	LBS	\$ 8.00	\$ 400.00	\$ 7.35	\$ 367.50	\$ 4.00	\$ 200.00	\$ 18.00	\$ 900.00	\$ 2.00	\$ 100.00	\$ 2.00	\$ 100.00	\$ 3.00	\$ 150.00
75	T	1665	Fertilizer Topdressing	0.25	TN	\$ 1,500.00	\$ 375.00	\$ 2,782.50	\$ 695.63	\$ 1,000.00	\$ 250.00	\$ 2,297.00	\$ 574.25	\$ 400.00	\$ 100.00	\$ 4,000.00	\$ 1,000.00	\$ 6,010.00	\$ 1,502.50
76	T	1667	Specialized Hand Mowing	10	MHR	\$ 100.00	\$ 1,000.00	\$ 84.00	\$ 840.00	\$ 190.00	\$ 1,900.00	\$ 148.00	\$ 1,480.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 330.50	\$ 3,305.00
77	T	SP	Concrete Washout Structure	2	EA	\$ 180.00	\$ 360.00	\$ 835.00	\$ 1,670.00	\$ 1,000.00	\$ 2,000.00	\$ 1,178.00	\$ 2,356.00	\$ 1,625.00	\$ 3,250.00	\$ 1,200.00	\$ 2,400.00	\$ 4,321.00	\$ 8,642.00
78	T	SP	Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 70,000.00	\$ 70,000.00	\$ 95,000.00	\$ 95,000.00	\$ 31,000.00	\$ 31,000.00	\$ 43,670.00	\$ 43,670.00	\$ 61,500.00	\$ 61,500.00	\$ 225,000.00	\$ 225,000.00
79	ENG	SP	Contingency	350,000	NA	\$ 1.00	\$ 350,000.00	\$ 1.00	\$ 350,000.00	\$ 1.00	\$ 350,000.00	\$ 1.00	\$ 350,000.00	\$ 1.00	\$ 350,000.00	\$ 1.00	\$ 350,000.00	\$ 1.00	\$ 350,000.00
TOTAL							\$ 5,375,237.00	TOTAL	\$ 4,869,301.40	TOTAL	\$ 4,883,134.50	TOTAL	\$ 5,342,519.69	TOTAL	\$ 6,218,062.00	TOTAL	\$ 6,360,959.00	TOTAL	\$ 7,613,568.00



THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT
AND A TRUE AND ACCURATE COPY OF THE BIDS
SUBMITTED. THIS THE 21ST DAY OF JUNE, 2023.
WITHERSRAVENEL
TED KALLAM, PE

scale (1"=200')





CITY OF HIGH POINT

AGENDA ITEM



Title: MRF Exterior Siding Replacement

From: Robby Stone – Public Services Director
Melinda King – Asst. Director Public Services

Meeting Date: July 17, 2023

Public Hearing: N/A

Advertising Date: March 24, 2023

Advertised By: Purchasing

Attachments: Siding Replacement Bid Recommendation
Bid Tab

PURPOSE: Exterior siding replacement for the Material Recycling Facility (MRF).

BACKGROUND: The MRF has been in the process of upgrading the existing siding along the exterior of the building over the past several years. The existing siding has rusted through in multiple locations. There are areas that have been damaged from previous operations. This work includes replacing the metal siding along the east and northern sides of the building. This work will finalize the building upgrade project by replacing the last two sides of the building from the original metal siding from the early 90's. Bids for this project were opened on April 27, 2023, and Holden Building Company was the low bidder.

BUDGET IMPACT: Funds are available through Solid Waste Capital Project funds.

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends approval of the contract and asks for the Council to award Holden Building Company in the amount not to exceed \$139,811.00.

Pictures of damaged exterior siding



Bid Tabulation
City of High Point, North Carolina
Materials Recovery Facility Metal Siding Replacement
Bid 9022-022723 / April 28, 2023 2:00 PM

Contractor	Bid Information Page	Addendum	Total Bid
Bar Construction Company	Yes	Yes	\$199,800.00
Holden Building Company	Yes	Yes	\$139,811.00

CITY OF HIGH POINT

AGENDA ITEM



Title: WithersRavenel Professional Design Services for CEI Services for the Kersey Valley Road Realignment Project

From: Robby Stone – Public Services Director

Meeting Date: July 17, 2023

Public Hearing: N/A

Advertising Date: N/A

Advertised By: On-Call

Attachments: Attachment A – WithersRavenel Proposal

PURPOSE: The Public Services Department will require Construction Inspections and Contract Management services for the Kersey Valley Road Realignment project. WithersRavenel has been selected to perform these duties.

BACKGROUND: Public Services feels that WithersRavenel has the qualifications needed within the On-Call list to perform inspections as many of their employees are prior or retired NCDOT staff and their local office is in Greensboro on Gallimore Diary Road. The scope will also include material testing with a subconsultant, Kleinfelder, who also has a local office in Greensboro.

This request will cover full-time (8 hrs./day) inspection and as-needed material testing for the anticipated 240 calendar day duration of the Kersey Valley Road Realignment project. It also includes applicable certifications for transferring the constructed roadway to the NCDOT.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends that Council approve this request under the On-Call Master Agreement for WithersRavenel Services in the amount of \$340,000.00.



February 22, 2023

Robby Stone, PE, Public Services Director
Public Services Department
City of High Point
211 S. Hamilton Street, Room 210
High Point, North Carolina 27260

**RE: Proposal for Professional Design Services for CEI Services
Kersey Valley Road Realignment
City of High Point, North Carolina
WithersRavenel Project No. 23-0295**

Dear Mr. Stone, PE,

WithersRavenel is pleased to provide the attached Scope and Fee Agreement for CEI Services to complete the Construction Inspections and Contract Management for the Kersey Valley Road Realignment Project. Thank you for the opportunity to serve the City of High Point. Should questions or the need for additional information arise, please do not hesitate to contact me directly at tkallam@withersravenel.com or via phone at (919) 238-0363.

Sincerely,
WithersRavenel

A handwritten signature in dark ink that reads "Ted Kallam".

Ted Kallam, PE
Director of Transportation

City of High Point City of High Point, North Carolina Proposal for CEI Services

A. Project Description

The PROJECT will consist of Construction Inspections and Contract Management for approximately 0.75 miles of roadway construction; in Guilford County. The project will include grading, drainage, asphalt pavement, stone base, storm drainage, guardrail, Engineered Cap for unregulated landfill, erosion control, testing of materials, and traffic control.

WithersRavenel (ENGINEER) will provide consulting services for the City of High Point (CITY OR CLIENT) for the construction inspections and contract management of the PROJECT. A Subconsultant (Kleinfelder) will provide inspections of the Cap installation and testing of materials.

B. Timeline for Services

ENGINEER will begin work upon execution of this Agreement and a Notice to Proceed. The schedule shall be as mutually agreed upon in writing by the CITY and the ENGINEER.

From the above, it is estimated the total project timeframe for the Scope of Services to be eight (8) Months.

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness of contract item approvals;
- ▶ Weather related impacts;
- ▶ Availability of materials per current economic environment.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its “Basic Services” under the Agreement. During construction, ENGINEER will provide full-time inspection services for the work performed by the Contractor in accordance with the CITY’s construction contract and specifications; along with referenced NC Department of Transportation (NCDOT) specifications.

Task 1. Construction Inspections and Contract Management

ENGINEER will perform the Construction Inspection and Contract Management for the Kersey Valley Road Realignment including the following:

- ▶ Provide field representative during construction of the roadway realignment;
- ▶ Conduct preconstruction and project closeout conferences;
 - Meet onsite with Contractor to discuss the plans, bid documents, and schedule of work;
 - Project Limits of Disturbance will be reviewed and required Erosion Control devices will be addressed.
- ▶ Provide feedback to the CITY as needed throughout the work schedule;
- ▶ Address day-to-day project related issues;

- Perform daily inspection of Contractor working operations to verify compliance with the contract documents. When more than one construction activity occurs concurrently, the inspector will split time between the two activities. When needed, ENGINEER will arrange a second inspector for the simultaneous work by the Contractor to ensure all field operations are covered;
- Note any problems, tests performed, safety concerns, weather conditions, other factors affecting the work, and other information relevant to the work being performed;
- Stop and/or reject work that does not conform to the contract documents;
- Review and monitor the Contractor's progress schedule on no less than a monthly basis to ensure the work is performed within the specified timeframe. Any concerns with the Contractor's work progress are to be immediately reported to the CITY.
- ▶ Review construction narrative and schedule;
- ▶ Review and recommend change order approvals;
 - Approval and execute change order requests as discussed and agreed upon by the CITY.
- ▶ Review and recommend estimate approvals for progress and final payments;
 - Review the Contractor's pay application for accuracy and approve, or not approve, monthly. Provide this information to the CITY for processing the Contractor's pay application/invoice;
 - Maintain a current status of budget and payment information for all work items in the construction contract;
- ▶ Perform material testing in accordance with applicable requirements. Transport materials that require testing to a third-party lab (to be performed by Kleinfelder (subconsultant));
- ▶ Document all project-related activities;
- ▶ Electronically file material certifications to compare materials received and tested with pay quantities;
- ▶ Provide contractor correspondence as necessary;
 - May review and approve, or take other appropriate action, upon the Contractor's submittals. Such as shop drawings, product data and samples. This is for the limited purpose of checking for conformance with information given and the design and contract documents;
 - Perform a review and report on the acceptability of subconsultant's laboratory and field test reports. Review the Quality Control (QC) reports from the subconsultant and provide summary Quality Assurance (QA) reports once per month. The QA report will include the subconsultant's QC report and would comment on the validity and the appropriateness of the tests conducted and the results obtained by the subconsultant. In addition, the inspector will confirm that asphalt used on the project meets NCDOT requirements and has a valid mix formula number.
- ▶ Communicate with local property owners;
- ▶ Conduct monthly progress meetings;
 - Attend/conduct monthly meetings with the CITY and the Contractor during the active construction period to provide information relating to the payment, progress, and performance of the Contractor.
 - Prepare an agenda for each status meeting and distribute the meeting minutes to all attendees;
 - Establish and maintain a punch list of work remaining to be completed or work that does not meet the contract requirements, for use in establishing final inspection and acceptance of the construction contract.
- ▶ Assist with Request for Information (RFIs) and maintain log;
- ▶ Coordinate between the CITY and Contractor;
- ▶ Provide As-built plans to the CITY;
- ▶ Close out all permit related items (such as NCG01, NCDEQ, etc.);
- ▶ Provide NCDOT Project Certifications at the end of the contract/project. To include:
 - As-built drawings;

- Pay record books for final estimate (monthly invoices and payments);
- Ticket books;
- Any Force Account work;
- Any claims;
- Any Supplemental Agreements;
- Final punch list items;
- Final acceptance letter (by CITY);
- Materials Receipts;
- Concrete reports;
- Asphalt reports;
- Test results received for:
 - Density/Test Results;
 - Asphalt (Core or Nuclear)
 - Concrete;
 - ABC Roadway;
 - Roadway subgrade;
 - Roadway Embankment
 - Testing Records/Receipts;
 - Density for Cap over unregulated Landfill (individual materials).

D. Exclusions/Additional Services

Services that are not included in Section C shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II.

Both parties agree that certain tasks, e.g. reviews and approvals, are performed by governmental agencies and that all parties have limited influence on these agencies to meet the prescribed deadlines and that neither party is responsible for *delays caused by governmental agencies*.

E. Client Responsibilities

The following items will be provided by the CLIENT and WithersRavenel will rely upon the accuracy and completeness of this information:

- ▶ Preferred communications for CITY;
- ▶ Provide representative for communications and decisions;
- ▶ All applicable permit fees;
- ▶ Final pay application, from the Contractor, approval;
- ▶ Provide a part-time construction inspector for 1-3 hours per day (as needed for the duration of the project). The CONSULTANT will provide the Lead RPR;
- ▶ Any legal representation requiring an attorney at law.

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum (LS) basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Construction Inspection and Contract Management	
Total		\$340,000

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This proposal is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and City of High Point . All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel

ACCEPTED BY:

City of High Point



2/21/23

Signature

Date

Ted Kallam, PE

Name

Director-Transportation

Title

Signature

Date

Robby Stone, PE

Name

Public Services Director

Title



2/21/23

Signature

Date

Robert Holland

Name

Construction Manager II

Title

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



WithersRavenel
Our People. Your Success.

EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2023 – Schedule is subject to change

**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT
WITH GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY
RESOURCE OFFICER PROGRAM**

WHEREAS, the Guilford County Board of Education (“the Board”) desires assistance of the City of High Point (“City”) in providing School Safety Resource Officers (“SROs) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program (“SRO Program”) jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

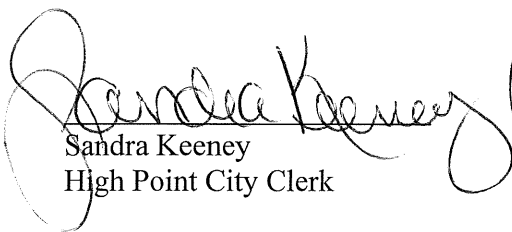
WHEREAS, under this contract, the City agrees to provide eight (8) officers and one (1) supervisor for a period of one year to the SRO Program and the Board shall reimburse the City for \$659,222.00 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2024; and

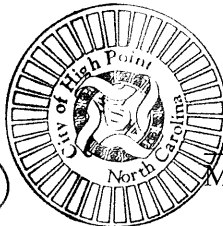
WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

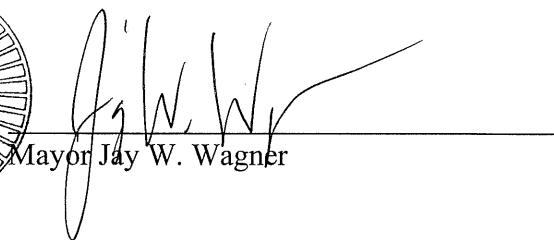
WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THEREFORE, BE IT RESOLVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of \$659,222.00 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the 17th day of July, 2023.


Sandra Keeney
High Point City Clerk




Mayor Jay W. Wagner

CITY OF HIGH POINT

AGENDA ITEM



Title: Community Project Funding Grant Agreement – Homeless Day Center and Shelter

From: Thanena S. Wilson, Director
Community Development & Housing

Meeting Date: July 17, 2023

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance amendment
Grant Agreement No. B-22-CP-NC-0533

PURPOSE:

Staff is seeking approval to execute the grant agreement for funding awarded through the FY22 Economic Development Initiative – Community Project Funding Grant facilitated by Representative Kathy Manning. The City was awarded \$3,000,000 to assist in the construction and development of a Homeless Day Center and Shelter in High Point.

BACKGROUND:

The City of High Point intends to partner with Open Door Ministries, a local emergency shelter and homeless services provider for project development, construction, and implementation. Open Door Ministries began research and study of the need for a homeless day center, as well as growing their space and services base resulting in an updated strategic plan. This plan includes space offering increased opportunities for individuals to transition from emergency shelter to short-term housing, with additional services offered at the day center through agency collaborations.

BUDGET IMPACT:

A budget ordinance amendment appropriating the federal grant award is included with this item.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval accepting the grant award, approve the budget ordinance for the Homeless Day Center and Shelter Grant, and that the appropriate City official be authorized to execute all necessary documents.

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HOMELESS DAY CENTER AND SHELTER GRANT

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

Section 1. The proposed amendment appropriates \$3,000,000 in federal grant funds to assist in the construction and development of a Homeless Day Center and Shelter in High Point.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Community Development Fund revenues be amended as follows:

Federal Grants – U.S. Department of Housing and Urban Development	\$3,000,000
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(B) That the following Community Development Fund expenditures be amended as follows:

Homeless Day Center and Shelter	\$3,000,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by High Point City Council, this the 17th day of July 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-NC-0533**

Grantee Name: City of High Point

Grantee Address: 211 S Hamilton St. High Point, NC 27260

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-22-CP-NC-0533

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of High Point (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development - Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

the document titled "Grant Award Instructions" that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

High Point Shelter and Day Center for the Homeless

Grant Number: B-22-CP-NC-0533

PROJECT NARRATIVE

The proposed center would provide emergency shelter and transitional housing; as well as a day center which would provide opportunities to individuals to access services, learn basic skills, and regain their ability to live independently.

Emergency Shelter and Transitional Housing

Services for homeless men. There would be an emergency/short-term bed service as well as a long-term supportive care program. Supportive services can include, but not be limited to:

- Permanent housing locator and resources
- Family reunification
- Case management
- Support for mental and physical health care through collaboration

Day Center

Services for homeless men and women. Services can include, but not be limited to:

- Restrooms and showers
- Laundry facilities
- Telephones
- Mailbox/mailling address
- Computer and Internet access
- Educational opportunities/continuing education
- Guest resources and more (i.e., healthcare agencies, social service agencies, workforce development, legal aid, benefits access, etc.)

The City of High Point intends to partner with Open Door Ministries, a local emergency shelter and homeless services provider for project development, construction, and implementation. Open Door Ministries began research and study of the needs for a homeless day center, as well as growing their space and services base, resulting in development of an organization strategic plan update developed in 2021. This plan includes space offering increased opportunities for individuals to transition from emergency shelter to short-term housing, with additional services offered at the day center through agency collaborations. Since that time, the Open Door Ministries Day Center Steering Committee was established, and is currently meeting monthly.

Proposed Timeline

July 2022 - Dec 2022: Program Planning/Conception
Jan 2023 - Dec 2023: Facility Design
July 2022 - July 2025: Project Support & Funding
Jan 2024 - Mar 2024: Pre-Construction & Procurement
Apr 2024 - Jul 2025: Construction

APPENDIX 2 – Approved Budget

Project Budget

The following total project budget estimate is based on preliminary assumptions based on a \$10.4 million funding target. These estimates are subject to change as the program plan, facility design, and property acquisition are completed.

<u>Budget Item</u>	<u>Cost</u>
Objective 1 - Program Planning/ Conception (July 2022 - Dec 2022)	\$ 45,000
Objective 2 - Facility Design (Jan 2023 - Dec 2023)	\$ 1,196,500
Objective 3 - Project Support & Funding (July 2022 - July 2025)	\$ 460,000
Objective 4 - Pre-Construction & Procurement (Jan 2024 - Mar 2024)	\$ 302,500
Objective 5 - Construction (Apr 2024 - Jul 2025)	\$ 7,396,000
Contingency - 10%	\$ 1,000,000
Total	\$ 10,400,000

Project Budget by Year (per Objective)

	<u>Year 1 (2022-23)</u>	<u>Year 2 (2023-24)</u>	<u>Year 3 (2024-25)</u>	<u>TOTAL</u>
Objective 1	\$ 45,000			\$ 45,000
Objective 2	\$ 598,250	\$ 598,250		\$ 1,196,500
Objective 3	\$ 430,000	\$ 20,000	\$ 10,000	\$ 460,000
Objective 4		\$ 302,500		\$ 302,500
Objective 5		\$ 1,479,200	\$ 5,916,800	\$ 7,396,000
Subtotal	\$ 1,073,250	\$ 2,399,950	\$ 5,926,800	\$ 9,400,000
Subtotal + \$1M Contingency				\$ 10,400,000

Proposed Funding Sources by Year

	<u>Year 1 (2022-23)</u>	<u>Year 2 (2023-24)</u>	<u>Year 3 (2024-25)</u>	<u>TOTAL</u>
HP Community Foundation	\$ 50,000	\$ 40,000		\$ 90,000
Foundation for a Healthy HP	\$ 40,000	\$ 40,000		\$ 80,000
State of NC	\$ 50,000			\$ 50,000
City of High Point	\$ 400,000		\$ 2,000,000	\$ 2,400,000
Federal Government	\$ 533,250	\$ 2,319,950	\$ 146,800	\$ 3,000,000
Guilford County			\$ 2,000,000	\$ 2,000,000
*Donors			\$ 2,780,000.00	\$ 2,780,000
TOTAL	\$ 1,073,250	\$ 2,399,950	\$ 6,926,800	\$ 10,400,000

*Contingency funding in the amount of \$1,000,000 would be provided by additional donors and applied during Year 3 of the project as needed.

Line Item Budget

	<u>Year 1 (2022-23)</u>	<u>Year 2 (2023-24)</u>	<u>Year 3 (2024-25)</u>	<u>TOTAL</u>	<u>FY2022 EDI Grant</u>
Acquisition	\$ 400,000			\$ 400,000	
Construction		\$ 1,476,500	\$ 5,906,000	\$ 7,382,500	\$ 3,000,000.00
Contracted Services & Subawards	\$ 587,000	\$ 880,500		\$ 1,467,500	
Professional Services (architectural design, project consultant)	\$ 86,250	\$ 42,950	\$ 20,800	\$ 150,000	
Equipment and Furnishings			\$ 1,000,000	\$ 1,000,000	
Total Direct Costs	\$ 1,073,250	\$ 2,399,950	\$ 6,926,800	\$ 10,400,000	\$ 3,000,000.00

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

CITY OF HIGH POINT

AGENDA ITEM



Title: Eastside Solids Conveyor
Serpentix Conveyor Corporation

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Meeting Date: July 17, 2023

Public Hearing: No

Advertising Date: N/A
Advertised By: N/A

Attachments: Attachment A – Quote
Attachment B- Sole Source Letter

PURPOSE:

To perform a rebuild of the Serpentix conveyor in the solids building at the Eastside Wastewater Treatment Plant (WWTP). This is a sole source item as Serpentix components are proprietary and patented.

BACKGROUND:

The Serpentix conveyor transfers dewatered solids from the centrifuges on the ground floor of the solids building up to the hopper for the Schwing pumps that then transfer the “cake” to either the incinerator or the truck loading station. The Serpentix conveyor is a critical component to the solids dewatering operations at the Eastside WWTP. The scope of the project will be to replace / rebuild most of the components of the conveyor system. This is a sole source request since Serpentix is the only manufacturer offering modular belt pans with molded convolutions that flatten at each end of the conveyor to allow full belt scraping.

BUDGET IMPACT:

Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Serpentix Conveyor Corporation be approved as a sole source vendor to perform the rebuild of the solids conveyor at the Eastside WWTP for \$145,114.06.



Serpentix Conveyor at the Eastside WWTP



Serpentix Conveyor at the Eastside WWTP



SERPENTIX CONVEYOR CORP.

11821 Huron Street | Westminster, CO 80234-3423 – USA

Office: 303.430.8427 (Mon - Fri; 8am - 5pm Mountain) | serpentix.com | conveyors@serpentix.com

Friday, June 16, 2023

City of High Point
211 S. Hamilton
Room 206
High Point, NC 27260

Attention: Derrick Q. Boone
336-883-3279
derrick.boone@highpointnc.gov

Reference: Serpentix Conveyor Corporation
Proprietary Components
Customer Id No.: **P2-08-1006**
Serpentix Job Name: **High Point, NC**

Dear Mr. Boone,

Serpentix components used in our designs are proprietary and are patented. We are the sole supplier of all Serpentix OEM components. Serpentix is the only manufacturer offering modular belt pans with molded convolutions that flatten at each end of the conveyor to allow full belt scraping.

Serpentix does not sell through distributors. This process is designed to protect the customer from paying a higher price through resellers.

If you have any questions, please give me a call. Thank you.

Sincerely,

Robert D. Nusz
President / Sales Director

United States Patent Numbers: 4,205,745; 4,144,965; 4,438,842; 4,927,006; 5,692,435; 5,931,280; 6,761,265
and other Patents Pending

SERPENTIX® CONVEYOR CORP.

11821 Huron Street
Westminster, CO 80234 - USA
303.430.8427 office

Parts Quotation

www.serpentix.com



Parts Quotation #. 5596

Date: Jun 14, 2023

Bill To:

CITY OF HIGH POINT
ACCOUNTS PAYABLE
PO BOX 230
HIGH POINT, NC 27261
U. S. A.

Ship to:

CITY OF HIGH POINT, EASTSIDE WTP
EASTSIDE WATER TREATMENT PLANT
5898 RIVERDALE ROAD
JAMESTOWN, NC 27282
U. S. A.

Sales Rep. EW2

Good Thru: 7/14/23

Customer ID 081006-P2

Payment Terms Net 30 Days

Contact Person MIKE SWAN

Ship Via TRUCK FREIGHT, LTL

Phone Number 336-883-3061

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
447.00	H01050004A RevE	CHAIN - 14mm x 100mm (H PW P2) - 1 SECTION @ 447 LINKS LG.	LINK	73.25	32,742.75
223.00	PW01040010A Rev	RUBBER ISOLATOR BLOCK (1-HOLE)	EACH	8.65	1,928.95
223.00	H01040010A RevH	CHAIN INTER. ATTACHMENT (H PW P2)	EACH	22.15	4,939.45
446.00	PW01040007A Rev	GREY or BLUE (WIDE) GUIDE BLOCK - URETHANE	EACH	12.50	5,575.00
223.00	AFS013200	3/8"x2" HHCS SS	EACH	0.90	200.70
223.00	AFS403000	3/8" NYLOK NUT SS	EACH	0.65	144.95
446.00	AFS203000	3/8" PLAIN WASHER SS	EACH	0.25	111.50
1.12	H0105-LaborP2	Labor to Pre-Assembly Intermediate Attachments and Guide Blocks to Chain (447-Link Strand)	LABOR	690.00	772.80
1.00	PW01060004A	PW-CHAIN SPLICE, ASY., WIDE	ASSY	395.00	395.00
224.00	H01010122D	26" BELT PAN - MPR	EACH	79.85	17,886.40
896.00	AFS012114	5/16"x1 1/4" HHCS SS	EACH	0.65	582.40
448.00	AFS012112	5/16"x1 1/2" HHCS SS	EACH	0.70	313.60
1344.00	AFS402000	5/16" NYLOK NUT SS	EACH	0.55	739.20
2240.00	H01010156A RevB	14GA BELT PAN WASHER x 1-3/4" LG. SS	EACH	1.10	2,464.00

Please note: All credit card payments will incur a 3% processing fee.
Thank you for your inquiry. If you have any questions, please give our
parts department a call at 1-800-466-7979.

Subtotal:

Continued

Sales Tax:

Continued

Total After Shipping:

Continued

SERPENTIX® CONVEYOR CORP.

11821 Huron Street
Westminster, CO 80234 - USA
303.430.8427 office

Parts Quotation

www.serpentix.com



Parts Quotation #. 5596

Date: Jun 14, 2023

Bill To:

CITY OF HIGH POINT
ACCOUNTS PAYABLE
PO BOX 230
HIGH POINT, NC 27261
U. S. A.

Ship to:

CITY OF HIGH POINT, EASTSIDE WTP
EASTSIDE WATER TREATMENT PLANT
5898 RIVERDALE ROAD
JAMESTOWN, NC 27282
U. S. A.

Sales Rep. EW2

Good Thru: 7/14/23

Customer ID 081006-P2

Payment Terms Net 30 Days

Contact Person MIKE SWAN

Ship Via TRUCK FREIGHT, LTL

Phone Number 336-883-3061

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
37.33	H0101-Labor26	Pre-Assembly of 26in Belting in 4'-0" Section (6 Pans per Sections) - 37 SECTIONS @ 6 PANS EA. - 1 SECTION @ 2 PANS	LABOF	35.95	1,342.01
160.00	P20109-BASE	P2 BASE 3/16" x 6" - 16 SECTIONS @ 10'-0" LG. EA.	FOOT	19.25	3,080.00
320.00	P20109-SIDE	P2 SIDE 5/8" x 3/4" - 32 SECTIONS @ 10'-0" LG. EA.	FOOT	9.65	3,088.00
320.00	P20109-CAPx1.375	P2 CAP 1" x 1 3/8" (STD.) - 32 SECTIONS @ 10'-0" LG. EA.	FOOT	19.25	6,160.00
500.00	AFS011200	1/4" x 2" HHCS SS	EACH	0.40	200.00
500.00	AFS201000	1/4" PLAIN WASHER SS	EACH	0.15	75.00
500.00	AFS401000	1/4" NYLOK NUT SS	EACH	0.30	150.00
1.00	PW01070003A Rev	PW/P2 TENSION SPROCKET ASS'Y w/ HUB - 6-TOOTH	EACH	995.00	995.00
1.00	PW01080004A Rev	PW/P2 TENSION SHAFT 416SS (w/ KEYS) x 2.1875" DIA. x 17.25" LG.	EACH	431.25	431.25
2.00	PW0116-125117	WIDE SLOT T-UP BRNG. 2-3/16"	EACH	442.75	885.50

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Subtotal:

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2.00	ATC716PIN2	ROLL PIN T-UP BRNG, 7/16" x 2"	EACH	3.75	7.50
2.00	i01440001A	COMPRESSION SPRING (I/PW)	EACH	295.00	590.00
1.00	PW01070004A Rev	PW/P2 DRIVE SPROCKET ASS'Y w/ HUB - 8-TOOTH	EACH	1,095.00	1,095.00
1.00	PW01080001A Rev	PW/P2 DRIVE SHAFT 416SS (w/ KEYS) x 2.1875" DIA. x 17.875" LG.	EACH	454.25	454.25
2.00	PW0115-126816	PW-DRIVE-BRNG.2 3/16	EACH	500.25	1,000.50
1.00	ADC60BS60x2.187	ROLLER #60 SPROCKET x 60-TOOTH x 2 3/16" BORE	EACH	247.25	247.25
1.00	ADC60BS15	ROLLER #60 SPROCKET x 15-TOOTH x 1 3/4" BORE	EACH	86.25	86.25
6.00	ADC60RIV	#60 ROLLER CHAIN	FOOT	33.35	200.10
1.00	ADC60SPL	#60 ROLLER CHAIN SPLICE	EACH	14.75	14.75
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK FREIGHT, LTL	LOT	5,965.00	5,965.00
1.00		SERPENTIX LABOR TO REMOVE / INSTALL(~5 DAYS)		45,675.00	45,675.00
			Subtotal:	Sales Tax:	Total After Shipping:
			Continued	Continued	Continued

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Payment Terms Net 30 Days

Contact Person MIKE SWAN

Ship Via TRUCK FREIGHT, LTL

Phone Number 336-883-3061

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
1.00		EQUIPMENT RENTAL/JOB BOX FREIGHT TO AND FROM JOBSITE Quoted prepared by Jason Ellis for Michael Swan; mike.swan@highpointnc.gov; 336-442-5689		4,575.00	4,575.00
			Subtotal:	Sales Tax:	Total After Shipping:
			145,114.06		\$ 145,114.06

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parts department a call at 1-800-466-7979.