City of High Point
Meeting Agenda
Finance Committee

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

Britt Moore, Chair
Committee Members:
Monica Peters
Michael Holmes
Tim Andrew
Cyril Jefferson, Mayor (Alternate)
Michael Holmes, Mayor Pro Tem (Alternate)

Thursday, January 9, 2025 **4:00 PM** **Council Chambers**

Finance Committee - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2024-34 **Consideration of a Contract with Carolina CAT, Inc**
City Council is requested to consider a contract with Carolina CAT, Inc. in the amount of $157,113.82 for the installation of a generator at the Municipal Operations Center (MOC) and authorize the appropriate City Official(s) to execute all necessary documents.

2025-1 **Consideration of a Final Adjusting Change Order to Triangle Grading & Paving, Inc.**
City Council is requested to consider a Final Adjusting Change Order #3 to Triangle Grading & Paving, Inc. in the amount of $197,954.87 for additional costs associated with the Kersey Valley Road Realignment Project and authorize the appropriated City Official(s) to execute all necessary documents. This will bring the new contract amount to $5,134,411.33.

2025-2 **Consideration of Amendment No 1 to the Master Equipment, Software License, and Services Agreement with Delerrok, Inc.**
City Council is requested to consider Amendment No. 1 to the Master Equipment, Software License, and Services Agreement with Delerrok, Inc. in the amount of $137,391.00 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-3 **Consideration of a Contract with SRF Consulting Group, Inc.**
City Council is requested to consider a contract with SRF Consulting Group, Inc. in the amount of $178,360.63 for development of a short-range transportation plan and authorize the appropriate City Official(s) to execute all necessary documents.

2025-4 **Consideration of Amendment Number 2 to an Agreement with Kimley Horn and Associates, Inc.**
City Council is requested to consider Amendment Number 2 to an Agreement with Kimley Horn and Associates, Inc. in the amount of $118,211.48 for additional design services for the Triangle Lake Road Bond Project and authorize the appropriate City Official(s) to execute all necessary documents.

2025-5 **Consideration of a Purchase from Barrs Recreation, LLC**
City Council is requested to consider a purchase from Barrs Recreation, LLC through the Sourcewell cooperative purchasing contract in the amount of $178,349.25 for the purchase and installation of a new composite play structure at Oak Hollow Marina and authorize the appropriate City Official(s) to execute all necessary documents.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

TITLE:
Consideration of a Contract with Carolina CAT, Inc

FROM:
Tyler Berrier - Electric Utilities Director

MEETING DATE:
1/9/2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Sourcewell Quote - Carolina CAT
2. Recommendation Form - Carolina CAT Gen at MOC

PURPOSE: Generator/Auto Transfer Switch - Installation and Commissioning at MOC

BACKGROUND: The Municipal Operations Center (MOC) located at 816 E. Green Drive does not currently have backup power. When the Police Department was relocated from their previous location on Leonard Ave, the former generator at that location was salvaged. This quote from Carolina CAT will convert that existing generator from 120/208 to 277/480 so that it can be used at the MOC. Also, within this scope, CAT will purchase and install an ATS, set the generator with a crane and wire the unit at the Electric Department.

BUDGET IMPACT: Funds are included in the Electric CIP for this project.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Carolina CAT, Inc. in the amount of $157,113.82 for the installation of a generator at the Municipal Operations Center (MOC) and authorize the appropriate City Official(s) to execute all necessary documents.

Carolina CAT Power Systems

PROPOSAL

CITY OF HIGH POINT
PO BOX 230
HIGH POINT NC

No:207583 - 1

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
401611	207583	10/29/2024	MIKE LIVENGOOD
PHONE NO.	**FAX NO.**	**EMAIL**	
336-906-4477		MIKE.LIVENGOOD@HIGHPOINTNC.GOV	
MODEL	**MAKE**		**SERIAL NO.**
3406	AA		C5G00469
UNIT NO.		**WO NO.**	**P.O. NO.**

NOTE

-CONTRACT #92222-CAT

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CAROLINA CAT SCOPE
PURCHASE AND INSTALL ATS AND 600 VOLT
TERMINATION
CABINET
CONVERT GENERATOR TO 277/480 VOLT
PROVIDE AND INSTALL ALL WIRE AND CONNECTORS EXCEPT
FOR 12 KV IN TRANSFORMER
RELOCATE GENERATOR TO PAD
TESTING AND COMMISSIONING OF GENERATOR AND ATS
*CAROLINA CAT ALSO PROPOSES TO SERVICE THE ENGINE
AND REPLACE THE CONTROL PANEL AS THESE ARE NO
LONGER SUPPORTED.
-
CITY SCOPE
INSTALL GENERATOR, ATS, AND TRANSFORMER
PADS/FOUNDATIONS
PROVIDE AND INSTALL NEW TRANSFORMER
REMOVE EXISTING TRANSFORMER
INSTALL CONDUITS BETWEEN EACH PIECE OF EQUIPMENT

SEGMENT: 01 INSTALL GENERATOR (012 1404)

INSTALL THE OLD POLICE DEPARTMENT GENERATOR AT THE WHAREHOUSE, INSTALL A NEW 800 AMP AUTOMATIC TRANSFER SWITCH, AND RETAPP THE GENERATOR SET.
-

Labor

Item Number	Description	Qty	Unit Price	Ext Price
FLD	RETAP GENERATOR SET	10	281.00	2,810.00
FLD	TRAVEL	6	205.00	1,230.00
			Total Time and Material Labor:	4,040.00

Misc

Item Number	Description	Qty	Ext Price
MIL	MILEAGE	360	1,260.00
MISC	TECHNOLOGY AND FUEL SURCHARGE	1	190.00
MISC	ELECTRICAL CONTRACTOR WIRING AND INSTALLATION	1	52,934.00
MISC	CRANE	1	9,500.00
		Total Time and Material Misc:	63,884.00

Segment 01 Total: 67,924.00

SEGMENT: 02 INSTALL ENGINE CONTROL (012 0997)

THE CONTROL PANEL ON THIS OLDER GENERATOR IS NO LONGER SUPPORTED, THIS IS A COST TO INSTALL A NEWER EMCP 4.2 PANEL WITH MODBUS OUTPUT

Labor

Item Number	Description	Qty	Unit Price	Ext Price
FLD	FIELD LABOR	40	281.00	11,240.00
			Total Time and Material Labor:	11,240.00

Misc

Item Number	Description	Qty	Ext Price
GENERATOR CONTROL PANEL	EMCP 4.2 CONTROL PANEL	1	14,767.00
MIL	MILEAGE	120	420.00
		Total Time and Material Misc:	15,187.00

Segment 02 Total: 26,427.00

SEGMENT: 03 PROVIDE & INSTALL AUTOMATIC TRANSFER SWITCH (937 AATA)

Labor

Item Number	Description	Qty	Unit Price	Ext Price
FLD	FIELD ENGINEER STARTUP	24	281.00	6,744.00
			Total Time and Material Labor:	6,744.00

Misc

Item Number	Description	Qty	Ext Price
MISC	800 AMP AUTOMATIC TRANSFER SWITCH	1	35,617.40
MISC	INSTALLATION	1	4,256.00

MIL	ESTIMATED MILEAGE	200	700.00
MISC	TAP CABINET	1	4,500.00

Total Time and Material Misc: 45,073.40

Segment 03 Total: 51,817.40

SEGMENT: 04 PERFORM FIELD SERVICE (540 0354)

SERVICE THE GENERATOR SET
-
SERVICE THE GENERATOR SET ENGINE AND COOLING
SYSTEM. PERFORM A RESISTIVE LOADBANK FOR 3 HOURS.
30% LOAD FOR 30 MINUTES
50% LOAD FOR 1 HOUR
FULL LOAD FOR 1.5 HOURS

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1090076	SEAL O RING	1	10.59	10.59
1090077	SEAL O RING	1	14.66	14.66
1531403	CAP-PRESSURE	1	58.73	58.73
1L-3769	RING	1	0.53	0.53
1N-3583	BASE	1	119.80	119.80
1R0716	FILTER A	1	33.48	33.48
1R0749	FILTER AS FU	1	27.99	27.99
1W2636	GASKET	1	3.46	3.46
2096963	HOSE	1	89.99	89.99
2096964	HOSE	1	76.01	76.01
2485513	REGULATOR-TE	1	64.85	64.85
2H-3429	RING	1	0.36	0.36
2H1193	FERRULE	1	1.28	1.28
2J-0157	SEAL O RING	1	1.72	1.72
339-3768	COOLANT DEAC	12	21.50	258.00
3S9643	SEAL	1	16.81	16.81
4N0641	GASKET	1	3.07	3.07
4N1156	GASKET	1	2.45	2.45
5P4868	CLAMP	2	8.50	17.00
7C0307	GASKET	1	1.74	1.74
7H-9678	RETAINER	1	11.89	11.89
7N-1628	NUT	1	8.85	8.85
7S-9323	SPRING	1	18.52	18.52
8H-2778	GASKET	1	3.97	3.97
8H-7202	CASE A	1	93.52	93.52
8T4985	CLAMP	2	20.27	40.54
9M-2342	SCREEN AS-FI	1	15.61	15.61
112822	CATDEO15W-40DEO4X1	20	21.25	425.00

Total Time and Material Parts: 1,420.42

Labor

Item Number	Description	Qty	Unit Price	Ext Price

FLD	FIELD SERVICE	50	170.00	8,500.00
		Total Time and Material Labor:		8,500.00

Misc

Item Number	Description	Qty	Ext Price
MIL	MILEAGE	150	525.00
LB	LOADBANK AND CABLE	1	500.00
	Total Time and Material Misc:		1,025.00

Segment 04 Total:	10,945.42
Total Segments:	157,113.82
TOTAL ESTIMATE	157,113.82

-Estimate will expire 30 days from the estimate date.
-Pricing excludes applicable sales tax, freight/delivery charges, transportation, overtime, field truck charges and supplies/environmental fees unless otherwise noted above.
-Estimate is provided based on our reasonable observation or diagnosis. If we find additional repairs or parts are required that might alter our original estimate, we will provide the customer with an updated estimate for those repairs or parts. No additional work will be performed or parts installed beyond the original estimate, without prior authorization from the customer.

ESTIMATED REPAIR TIME: ____________________________________**from start date.**
"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: ______________ ***Authorized Name:*** ______________________________ ***Please Print***

Date: ____/____/________.

____
Signature

Any questions? Please call Tom Wommack
at Office: 704-591-0496 Mobile: 704.591.0496 Fax: Branch: 704-731-7440 Email: TWommack@carolinacat.com

Carolina Power Systems CAT

Terms & Conditions

1. General Application. These terms and conditions of sale (the "Terms and Conditions") of Carolina Tractor & Equipment Company, d/b/a Carolina Cat Power Systems ("CCPS"), apply to, and form an integral part of, the following: (i) all quotations and offers made by CCPS ("Quote") to a customer whose name agrees on the face of the Quote ("Purchaser"); (ii) all acceptances, acknowledgements, and confirmations signed by CCPS and Purchaser, of this Quote; and (iii) any agreements regarding the sale by CCPS, and purchase by Purchaser, of equipment, products, and goods (collectively, "Products") and/or services (collectively, "Services").

2. Scope. Any terms and conditions set forth on any document issued by Purchaser (including any purchase order or other form prepared by Purchaser) are hereby explicitly rejected and intentionally disregarded by CCPS unless such purchase order is executed by Purchaser and CCPS, and any such terms shall be wholly inapplicable to any sale made by CCPS to Purchaser and shall not be binding in any way on CCPS. No reference herein to Purchaser's inquiry or any document issued by Purchaser shall in any way modify the terms and conditions hereof.

3. Quotes. Any Quote is open for acceptance by Purchaser within the period stated by CCPS in the Quote, or when no period is specified, within thirty (30) days from the date of the Quote; provided, however, that any

Quote may be withdrawn or revoked by CCPS at any time prior to Purchaser's execution of a Quote. Except as affected by provisions hereof entitled "Force Majeure" and "Termination on Default", there shall be no postponement or cancellation of a Quote unless by mutual agreement of CCPS and Purchaser. In the event of cancellation by mutual agreement, Purchaser shall be liable for the cost of engineering, supervision, labor and material delivered or in process at the time of cancellation.

4. Pricing; Payment. The price quoted on a CCPS quotation for Services is based upon shop or field labor working eight hours per day, and the standard forty-hour week, with the normal schedule dates of Monday through Friday. The price quoted is in no way inclusive of any overtime work or holiday pay unless explicitly stated on the quotation. The price stated in any Quote assumes that CCPS will be able to proceed on a continuous basis of engineering, purchasing, manufacture, delivery and/or installations without any delay. Any and all taxes imposed by federal, state or other governmental authorities on the sale, purchase, shipment, storage, use or consumption of the Products or Services shall be paid, or reimbursed, to CCPS by Purchaser, in addition to the amounts listed (but whether or not listed) on the applicable Quote. Purchaser shall pay to CCPS the amount set forth in the applicable Quote (i) net thirty (30) days on all Products shipped, from the date of shipment, and (ii) net thirty (30) days upon completion of Services, unless otherwise agreed to in the Quote.

5. Failure to Pay. If Purchaser fails to pay the amount set forth in a Quote within the time specified by the same, CCPS may, in its sole discretion, without prejudice to any other remedy available to CCPS, at law or in equity, do any one or more of the following: (i) postpone shipments of Products or delivery of Services; (ii) alter payment terms; (iii) terminate shipments or Services; and (iv) charge interest on all overdue amounts at the lesser of the rate of 1.5% or the maximum amount allowed by applicable law, per month, compounded monthly. Further, Purchaser shall pay all of CCPS's costs and expenses (including reasonable attorneys' fees) incurred directly or indirectly by CCPS in the collection of any amount not paid when due under a Quote. Purchaser may not hold back, delay or set-off any amounts owed to CCPS in satisfaction of any claims asserted by Purchaser against CCPS.

6. Change Orders. Any changes in engineering, design, construction, manufacturing , parts or services requested by Purchaser resulting in delays subsequent to the execution of a Quote (a "Change Order"), shall result in additional expense due to CCPS. CCPS shall take no action until both Purchaser and CCPS have executed a written Change Order. Delays resulting from a Change Order, and resulting expenses, may be stated in the Change Order. CCPS will credit against the stated pricing any reduced costs that can be established resulting from such Change Order.

7. Delivery and Installation. Unless otherwise specified in a Quote, (i) delivery terms shall be Free on Board (F.O.B.) 9000 Statesville Road, and (ii) the Products may be delivered in part, or all in one shipment, as determined by CCPS. CCPS will use commercially reasonable diligence to meet the scheduled shipment dates provided in the Quote, which are estimates and not guarantees of when the Products actually will be shipped. Purchaser's acceptance of delivery shall constitute a waiver of any claim relating to delay. Unless otherwise set forth on the face of the Quote, CCPS shall not provide (i) any offloading or installation services with respect to the Products, (ii) any equipment, consumables or other hardware required for the installation of the Products, including, without limitation, concrete pads, conduit, wiring, lugs, fuel system materials, assembly or installation, fuel, or (iii) any relay or system coordination study.

8. Title. Upon possession of the Products with a carrier designated by CCPS (or as otherwise provided in the Quote), the Products shall become the property of Purchaser, subject to a reservation of a security interest in the same herein granted to CCPS. Any losses or damage thereto on and following delivery shall be borne by Purchaser. Title to the Products, materials and equipment installed by CCPS shall remain with CCPS and shall vest in Purchaser only upon payment in full to CCPS of the required purchase price. Until Purchaser pays the purchase price in full, Purchaser (i) shall keep the Products, materials and equipment on its premises at all times; (ii) shall not remove any Products, material or equipment from the premises, without the written approval of CCPS and (iii) shall not transfer, mortgage, pledge or dispose of the same.

9. Nonconformity. Within ten (10) days after delivery of a Product to Purchaser, or completion of a Service, in accordance with the Quote, Purchaser must give detailed written notice to CCPS of any claim based upon the condition, quantity or grade of the Product sold, any aspect of a Service or any claimed nonconformity with the Quote. The failure of Purchaser to comply with this requirement shall constitute irrevocable acceptance by Purchaser of the Product delivered or the Service rendered and shall bind Purchaser to pay CCPS the full price for such Product or Service.

10. Security Interest. To secure the payment of the purchase price of the Products and all other amounts due to CCPS from Purchaser, Purchaser hereby grants to CCPS a purchase money security interest in the

Products to secure the payment of the purchase price of the Products and of all other amounts due to CCPS from Purchaser at the time of delivery of the Products and thereafter incurred or owed by Purchaser. Purchaser agrees to execute and deliver to CCPS supplemental security agreements, financing statements and other documents as CCPS may reasonably require to perfect, preserve and enforce such security interest. Purchaser shall not remove any Products from the premises of Purchaser or permit any Products to become subject to a lien in favor of any third party, until full performance of all obligations of Purchaser to CCPS under, and with respect to, this Quote, as applicable to those Products.

11. Purchaser's Facilities. Purchaser shall provide CCPS with such facilities and resources as CCPS may require to fulfill its obligations hereunder, including: (i) furnishing reasonable working area cleared and free from any interference by others working in the area; (ii) providing access to the facility in the form of road and truck unloading facility; (iii) repairing any floor or clearance requirement; (iv) keeping the work site free from water and other debris; (v) providing all utilities in the form of electric current, light, water and heat as may be required for installation work; and (vi) paying the cost of changes, delays or interruptions due to omission of the foregoing. Purchaser is responsible for providing receptacles for trash removal and to incur the cost of the proper disposal of said debris.

12. WARRANTY. ANY AND ALL WARRANTIES WITH RESPECT TO PRODUCTS ARE PROVIDED SOLELY BY THE MANUFACTURER OF THE APPLICABLE PRODUCTS, AND, UPON REQUEST, CCPS WILL SUPPLY THE TERMS AND CONDITIONS OF SUCH TO PURCHASER. CCPS MAKES NO DIRECT WARRANTY WITH RESPECT TO THE PRODUCTS, ALL WARRANTY OBLIGATIONS BEING THOSE OF THE MANUFACTURER; PROVIDED, THAT CCPS SHALL PROVIDE PURCHASER WITH A ONE (1)-YEAR LIMITED WARRANTY ON CCPS'S SERVICES, WHICH WILL BE SPECIFIED IN THE ASSOCIATED QUOTE (THE "SERVICES WARRANTY"). THE SERVICES WARRANTY DOES NOT COVER ANY PRODUCTS THAT ARE NOT USED FOR THEIR INTENDED PURPOSE, OR IN ACCORDANCE WITH ACCOMPANYING DOCUMENTATION OR THAT HAVE BEEN ALTERED IN ANY WAY BY PURCHASER, ITS EMPLOYEES OR AGENTS OR BY ANY THIRD PARTY.

13. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" AND CCPS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS QUOTE IN RELIANCE UPON ANY STATEMENT OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

14. Limitation on Damages. Any action by Purchaser under or relating to this Quote or the Products or Services sold must be commenced within twelve (12) months after such cause of action has accrued. CCPS's contractual liability for failure to fulfill its obligations hereunder or any other liability under or in connection with the Products or Services shall be limited to the repair or replacement of non-conforming Products, or the re-execution of non-conforming Services, provided, however, that the amount of such liability shall not exceed the purchase price of the applicable Products or Services. CCPS SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY, WITH RESPECT TO THE PRODUCTS OR SERVICES OR CCPS'S PERFORMANCE HEREUNDER. EVEN IF CCPS HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOLLOWING, CCPS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES RELATING TO THE SALE OF THE PRODUCTS OR SERVICES, OR THE RENDERING THEREOF, OR OTHERWISE, LOSSES DUE TO DELAY IN SHIPMENT, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST PURCHASER BY A THIRD PARTY OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

15. Indemnification. Purchaser shall hold harmless, indemnify, and defend CCPS and its subsidiaries, affiliates, directors, officers, employees and agents (collectively, "CCPS Parties" or "CCPS Party") from and against, and pay, any liability, obligation, loss, damage, fee, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense or disbursement of any kind or nature whatsoever (including without limitation all reasonable attorneys' fees) (hereinafter collectively referred to as "Liabilities") that may be imposed on, incurred by or asserted against any CCPS Party by a third party arising out of the transactions contemplated by this Quote or operation of Products sold to Purchaser hereunder. Notwithstanding the foregoing, Purchaser shall not be liable to any CCPS Party for any portion of such Liabilities that resulted from CCPS's gross negligence, fraud, bad faith or willful misconduct.

16. Termination on Default. In addition to other methods of termination set forth in a Quote, CCPS may terminate and cancel the Quote, and suspend any further performance by CCPS hereunder, if (i) any Product or Service has been delivered or rendered but not paid for by Purchaser in accordance with the terms hereof (all amounts owed in the future hereunder by Purchaser to CCPS thereby becoming immediately due and payable, despite any other agreement to the contrary); (ii) any proceeding in bankruptcy, insolvency, receivership or liquidation are taken against Purchaser; (iii) Purchaser makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iv) Purchaser materially breaches any term of the Quote or (v) CCPS, in good faith, believers that the ability of Purchaser to pay or perform any provision of this Purchase Agreement is impaired.

17. Remedies Upon Breach. If Purchaser breaches this contract, CCPS shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, CCPS's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If CCPS breaches this contract, Purchaser's exclusive remedy shall be to terminate this contract, after written notice to CCPS of the breach and reasonable time to cure, by written notice thereof to CCPS, and to receive a refund of the Quote amount, if previously paid, for any Products that have not been shipped or otherwise identified to this contract as of the date of such termination.

18. Force Majeure. CCPS shall not be liable for damages of any kind, caused by delays in shipment, delivery or any other nonperformance of this Quote, directly or indirectly resulting from, or contributed to by, any circumstances beyond CCPS's control, including without limitation acts of God, riots, wars or national emergencies, epidemics, pandemics, acts of terrorism, labor disputes of every kind, however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend CCPS's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, CCPS may allocate its deliveries among its customers as it may decide in its sole discretion.

19. Confidentiality. The information in these Terms and Conditions, and any documents attached hereto, contain proprietary and confidential information belonging to CCPS and may not be copied, reused, modified, stored or retained except for review and discussion between Purchaser and CCPS. This includes, but is not limited to, any content, intellectual property, technical method, text incorporated and drawings contained therein. It shall not be used, disclosed, modified or reproduced, in whole or in part, for any purpose other than to evaluate these Terms and Conditions, without the prior written consent of CCPS.

20. Governing Law and Venue. This Quote shall be governed by the laws of the State of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

21. Miscellaneous. The Terms and Conditions stated herein constitute, along with the Quote, the complete and exclusive statement of the terms and conditions of sale of the Products and Services. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This Terms and Conditions may be amended, modified or supplemented only by a writing signed by CCPS and Purchaser. The failure of CCPS to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of these Terms and Conditions which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this Quote in that jurisdiction without in any way invalidating the remaining provisions of these Terms and Conditions, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights that accrue to CCPS by virtue of these Terms and Conditions shall inure to the benefit of its successors and assigns. All requests, instructions and notices from one party to the other must be in writing and may be given via certified mail or facsimile transmission to the address of the parties shown on the face of the Quote. Neither the Uniform Law on the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods nor the Convention on Contracts for the International Sale of Goods applies to this Quote

22. Surcharges. In the event of an Original Equipment Manufacturer (OEM) price increase, CCPS reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

23. Cancellations. If Purchaser seeks to cancel its order or it fails or refuses to accept delivery of the products it has ordered, Purchaser agrees to pay all charges incurred by CCPS as a result of such cancellation or

refusal or failure to accept delivery. The charges include any cancellation penalties charged to CCPS by the manufacturer, the charges of returning the product to its point of original shipment by CCPS, storage fees, demurrage, or other charges related to Purchaser's cancellation or refusal or failure to accept delivery. A 15% cancellation fee will also apply. If Purchaser cancels its order after the result of a price or Surcharge adjustment affecting the order, and the manufacturer will accept a cancellation request with no penalty, and cancellation fees will be waived.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Electric

COUNCIL AGENDA DATE: January 9, 2025

BID NO.: N/A CONTRACT NO.: Sourcewell - 120617 DATE OPEN: N/A

DESCRIPTION:

Installation of old Police Generator at MOC.

PURPOSE:

The Municipal Operations Center (MOC) located at 816 E. Green Drive does not currently have backup power. When the Police Department was relocated from their previous location on Leonard Ave, the former generator at that location was salvaged. This quote from Carolina CAT will convert that existing generator from 120/208 to 277/480 so that it can be used at the MOC. Also, within this scope, CAT will purchase and install an ATS, set the generator with a crane and wire the unit at the Electric Department.

COMMENTS:

Funds are included in the Electric CIP for this project.

RECOMMEND AWARD TO: Carolina CAT AMOUNT: $157,113.82

JUSTIFICATION:

Back-up power needed for operation at the MOC.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Tyler Berrier Digitally signed by Tyler Berrier Date: 2024.12.18 14:50:06 -05'00' DATE: 12/18/2024

The Purchasing Division concurs with recommendation submitted by the Electric Department **and recommends award to the lowest responsible, responsive bidder** Carolina CAT **in the amount of** $157,113.82.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.12.20 17:05:55 -05'00' DATE: 12/20/2024

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.12.23 09:56:11 -05'00' DATE: 12/23/24

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

CITY OF HIGH POINT
AGENDA ITEM

TITLE:
Consideration of a Final Adjusting Change Order to

FROM:
Robby Stone, Public Services Director, Melinda King, Asst. Public Services Director

MEETING DATE:
1/9/2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
May 4, 2023 - Purchasing

ATTACHMENTS:
1. Final Adjusting Change Order 3
2. Roadway Aerial Design Overlay

PURPOSE: The Public Services Department seeks approval of the Final Adjusting Change Order #3 in the amount of $197,954.87 associated with the Kersey Valley Road Realignment project.

BACKGROUND: This project involved re-alignment of Kersey Valley Road to allow for future expansion of the City's Kersey Valley Landfill. The new roadway is approximately 0.75 miles in length. It will be conveyed to the NCDOT upon final completion, acceptance, and Engineering certifications.

Construction of the new roadway started in September 2023 and was completed in November 2024. Change Orders 1 and 2 were approved by City Staff to address tire disposal, slope changes, special measures for storm pipe crossing at an underground electric duct bank, additional tree removal, and a drain installation. The combined cost for CO1 and CO2 total was $67,155.06

The new roadway was constructed on an unregulated landfill and special construction/design measures were required. This Final Adjusting Change Order #3 will encompass several over-runs of these additional measures and addresses a sight distance problem at the intersection of Kersey Valley Road with Jackson Lake Road which required additional grading. Over-runs within this contract are directly related to the special design measures which included ABC Stone, Soil Geogrid stabilization fabric, Asphalt, and Sight Distance.

BUDGET IMPACT: Funds for this project are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Final Adjusting Change Order in the amount of $197,954.87 for additional costs associated with the Kersey Valley Road Realignment project and authorize the appropriate City Official(s) execute all necessary documents. The new and final contract total will be $5,134,411.33.

EJCDC ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance:	12/18/24	Effective Date:	12/30/24
Owner:	City of High Point	Owner's Contract No.:	42-060623
Contractor:	Triangle Grading & Paving, Inc.	Contractor's Project No.:	n/a
Engineer:	Ted Kallam, PE	Engineer's Project No.:	23-0295
Project:	Kersey Valley Road Realignment	Contract Name:	Kersey Valley Road Realignment Project

The Contract is modified as follows upon execution of this Change Order:

Description: This Change order encompasses additional items per SA's: Grading for Sight Distance Triangle Improvements at Intersection of Realigned Kersey Valley Road and Jackson Lake Road; Installation of Signs; overage from August, September, and October Pay Applications. The City has agreed to the supplemental agreement amount to the total of **$197,954.87, with a final time of completion extension to 11/18/24,** as denoted below.
Attachments: *Supplemental Agreements.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 4,869,301.40	Original Contract Times: Substantial Completion: ______ Ready for Final Payment: ______ days or dates
Increase from previously approved Change Orders No. 1 and 2. $67,155.06	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: ______ Ready for Final Payment: ______ days
Contract Price prior to this Change Order: $ 4,936,456.46	Contract Times prior to this Change Order: Substantial Completion: ______ Ready for Final Payment: ______ days or dates
Increase of this Change Order: **$ 197,954.87**	[Increase] [Decrease] of this Change Order: Substantial Completion: ______ Ready for Final Payment: ______ days or dates
Contract Price incorporating this Change Order: **$ 5,134,411.33**	Contract Times with all approved Change Orders: Substantial Completion: ______ Ready for Final Payment: **12/18/2024** days or dates

	RECOMMENDED:		ACCEPTED:		ACCEPTED:
By:	Ted Kallam, PE	By:	Robby Stone (High Point)	By:	Gray Kirkpatrick (TG&P)
	Engineer: Ted Kallam		Owner:		Contractor:
Title:	Senior Project Manager	Title	Public Services Director	Title	Contractor
Date:	12/18/24	Date		Date	

Approved by Funding Agency (if applicable)

By: ______________________ Date:

Title: ______________________

Kersey Valley Road Realignment
w / Aerial
scale (1"=200')

CITY OF HIGH POINT
AGENDA ITEM

TITLE:
Consideration of Amendment No 1 to the Master Equipment, Software License, and Services Agreement with Delerrok, Inc.

FROM:
Angela Wynes, Transit Manager

MEETING DATE:
1/9/2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Delerrok Inc. Contract Amendment

PURPOSE: Consideration of Amendment No. 1 to the Master Equipment, Software License, and Services Agreement with Delerrok, Inc. for the transit system's mobile faring system.

BACKGROUND: In the Spring of 2018, the City of High Point participated in a joint procurement with the Piedmont Authority for Regional Transportation (PART) and the City of Greensboro to request proposals from qualified firms to procure a mobile fare payment. The evaluation team received and reviewed proposals from seven (7) firms. The evaluation team deemed that Delerrok Inc. submitted the proposal that was of the best value to the participating agencies. PART awarded a master services agreement on June 13, 2018. In January 2020, the City of High Point executed a contract with Delerrok to provide electronic fare collection system equipment and services. This amendment will allow the transit system to continue to use the same system with no increase in the transactions fees as well as provide opportunities for continued partnerships with the other agencies in the region.

BUDGET IMPACT:
BUDGET IMPACT: The price for the contract is $137,391.00 and will last five years. The city's portion of this cost is $66,176.00 with a Federal contribution of $71,215.00. Funds are included in the Transit Division operating budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Amendment No. 1 to the Master Equipment, Software License, and Services Agreement with Delerrok, Inc. in the amount of $137,391.00 and authorize the appropriate City Official(s) to execute all necessary documents.

AMENDMENT NO. 1

TO THE

MASTER EQUIPMENT, SOFTWARE LICENSE, AND SERVICES AGREEMENT

DATED January 9th, 2020

This Amendment No. 1 dated as of December 16, 2024 (this "Amendment No. 1") is entered into by and between Delerrok Inc., ("Delerrok"), a corporation organized under the laws of California USA, with its principal office at 9233 Balboa Ave, San Diego, CA 92123 (formerly located at 221 Main Street, Suite 200, Vista, CA 92084), and City of High Point, a North Carolina corporation with its principal office at 211 S. Hamilton, High Point, NC 27260 ("AGENCY" or "Recipient"). Unless otherwise defined herein, all capitalized terms in this Amendment No. 1 shall have the meanings ascribed to them in the Master Equipment, Software License, and Services Agreement.

Delerrok and AGENCY may individually be referred to as a "Party" or collectively referred to as the "Parties".

Whereas, on January 9th, 2020, Delerrok and AGENCY entered into a certain Master Equipment, Software License, and Services Agreement ("Agreement") ; and

Whereas, the Parties have agreed to extend the Term of the Agreement for five (5) additional years; and

Whereas, the Parties have agreed to modify certain provisions of the Agreement to address the use of Customer Data (as defined below); and

Whereas, the Parties have agreed to modify certain provisions of the Agreement to address the use of Transit Data (as defined below); and

Whereas, the Parties have agreed to modify certain provisions under Article 5, Additional Equipment Prices, of Exhibit A (Scope of Work Equipment and Services) of the Agreement.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Extend the Term of the Agreement for one (1) additional term of five (5) years, through January 8, 2030 ("Extended Term").

2. Add a new definition for Customer Data to Article 1 (Definitions), as follows:

   "1.1 "Customer Data" means the data collected through the TouchPass Hosted Services relating to users' utilization of AGENCY's transportation services and analytics, reporting, results, or other information that Delerrok provides to AGENCY in respect of such data as part of the Services."

   All subsequent numbered defined terms shall be renumbered in the appropriate alphabetical order.

3. Add a new definition for Transit Data to Article 1 (Definitions), as follows:

   "1.11 "Transit Data" means AGENCY's data as it relates to service schedules, vehicle real-time locations, vehicle capacity and other such transit data as is reasonably required for the provision of trip planning and service information through the Services' trip planning tools , in whatever format made available by AGENCY, including GTFS-Static and GTFS-RT (GTFS being the General Transit Feed Specification published by gtfs.org or such successor organization). GTFS-Static is a GTFS feed, which contains static transit information, and is composed of a number of text (.txt) files that are contained in a single ZIP file. Each file describes a particular aspect of transit information: stops, routes, trips, fares, etc. GTFS-RT means GTFS Realtime, and is a feed specification that allows public transportation agencies to provide realtime updates about their fleet to application developers. It is an extension to GTFS (General Transit Feed Specification), an open data format for public transportation schedules and associated geographic information."

   All subsequent numbered defined terms shall be renumbered in the appropriate alphabetical order.

4. Add a new Section 7.16 to Article 7 (Agency Responsibilities) immediately following Section 7.15 as follows:

   "7.16 AGENCY shall provide Delerrok:

   a) all necessary cooperation in relation to this Agreement; and

   b) all necessary access to such information as may be required by Delerrok in order to provide the Services, including but not limited to Customer Data, Transit Data, security access information and configuration services; and

   c) and its Subcontractors for trip planning purposes a non-exclusive, royalty-free, sublicensable, worldwide, non-exclusive right and license to access, use, distribute, modify, publicly perform, and display Transit Data, including the right to sublicense such rights to Subcontractors. Such right and license is valid only for the Term of the Agreement and shall terminate upon the expiration of the Agreement.

5. Delete in its entirety Section 15.6. (Notices and Demands) of the Agreement and replace it with the following updated Section 15.6:

"15.6 Notices and Demands. Except as otherwise provided herein, any notices or demands required by law or under the terms of this Agreement shall be in writing and addressed as set forth below. AGENCY or Delerrok shall deliver such notices or demands by hand or by certified or registered mail, and addressed as set forth below. All notices are effectively given on the date of delivery, whether that be by hand or by certified or registered mail, return receipt requested. The parties may change their notice contact information at any time by giving thirty (30) days prior written notice to the other.

Notices to AGENCY:
City of High Point Transit System
Attn: Transit Manager
716 West Martin Luther King Jr Dr.
High Point, NC 27262

Notices to Delerrok:
C/O Cubic Transportation Systems, Inc.
Attn:Legal Department
9233 Balboa Avenue
San Diego, CA 92123
Ab.jenkins@Cubic.com

6. Delete in its entirety Section 5a. (Additional Readers) of Exhibit A (Scope of Work Equipment and Services) of the Agreement and replace it with the following updated Section 5a.:

   “a. **Additional Readers.** AGENCY may procure additional UmoPass Readers from Delerrok for $1,250 each (while supplies last). AGENCY may procure VAL 100 Readers for $2,275 each (if “Buy-America” compliance is required) and $1,925 each (if “Buy-America” compliance is not required). Such VAL 100 pricing is valid for the remainder of calendar year 2024. Thereafter, Delerrok’s then-current pricing shall apply. Additional Equipment or services pricing and target lead times are subject to change and will be confirmed by means of a quote for each additional order requested by the customer. Readers must be procured in minimum quantities of five (5) units per order, and the target lead time shall be ninety (90) days from placement of order to shipping by Delerrok. Delerrok may at its discretion offer newer-model and/or upgraded Readers that may differ from original Readers supplied under the Agreement, so long as such Readers are compatible with past Readers and the TouchPass Hosted System.

7. Delete in its entirety Section 5b. (Additional TouchPass Cards) of Exhibit A (Scope of Work Equipment and Services) of the Agreement and replace it with the following updated Section 5b.:

   “b. **Out-of-Warranty Reader Replacement Fee.** The price for Out-of-Warranty Reader Replacement per Section 2.c.ii.C. above shall be $1,250 each for Umo Pass Readers (while supplies last). AGENCY may procure VAL 100 Readers for $2,275 each (if “Buy-America” compliance is required) and $1,925 each (if “Buy-America” compliance is not required). Such VAL 100 pricing is valid for the remainder of calendar year 2024. Thereafter, Delerrok’s then-current pricing shall apply. Additional Equipment or services pricing and target lead times are subject to change and will be confirmed by means of a quote for each additional order requested by the customer.”

8. Delete in its entirety Section 5c. (Additional TouchPass Cards) of Exhibit A (Scope of Work Equipment and Services) of the Agreement and replace it with the following updated Section 5c.:

   “c. **Additional Touch Pass Cards.** AGENCY may procure additional TouchPass Cards either from Delerrok for $3.00 each or from a third-party supplier. All orders shall be subject to a lead time of 60 days from the time of purchase order. In the event AGENCY purchases cards directly from other suppliers, cards must be shipped to Delerrok for encoding. In such case, Delerrok will not charge AGENCY for card encoding but AGENCY must bear all card shipping costs.”

9. Delete in its entirety Section 5d. (Paper Tokens) of Exhibit A (Scope of Work Equipment and Services) of the Agreement and replace it with the following updated Section 5d.:

   "d. **Paper Tokens.** AGENCY may procure paper, QR code tickets, each pre-printed with AGENCY's logo and a unique QR code compatible with the TouchPass System ("Paper Tokens") from Delerrok for $0.03 each, subject to a minimum order of 5,000 units and a lead time of 30 days from time of purchase order."

10. Add a new Section 5e. to Article 5 of Exhibit A (Scope of Work Equipment and Services) immediately following Section 5d. of the Agreement as follows:

    "**e. Pricing and lead times.** Additional Equipment or services pricing and target lead times are subject to change and will be confirmed by means of a quote for each additional order requested by the customer. Lead times will be confirmed at time of quote."

11. Add a new Section 5f. to Article 5 of Exhibit A (Scope of Work Equipment and Services) immediately following Section 5e. of the Agreement as follows:

    "f. **Validators.** Pricing is valid for the remainder of calendar year 2024. Thereafter, Delerrok's then-current pricing shall apply. Additional Equipment or services pricing and target lead times are subject to change and will be confirmed by means of a quote for each additional order requested by the customer.

One-Time Costs

Item	Unit Price USD	Comments
UmoPass Validator	$1,250.00	*While supplies lasts*
New Fixed-Mount Validator (VAL 100)	$1,925.00	Assumes validators do not require "Buy America" certification. Add $350 for Buy America compliance.
New Fixed-Mount Validator Installation and Mounting Kit (VAL 100)	$365.00	Kit is not needed for spares
Handheld Validator Hardware (VAL 100)	$1,200.00	Current transaction pricing applies to fares collected via this validator

Monthly Subscription Fees

Item	Per Bus Per Month	Comments
Open Payments Support and License	$20.00	Per "New fixed-mount validator" installed. This applies only when open payments start.

ScanRide Subscription	$65.00	This cost is a flat fee – no transaction fees will apply for fares collected via ScanRide.

10. This Amendment No. 1 contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces in their entirety all prior communications between the Parties, whether oral or in writing, with respect to such subject matter.

11. Except as expressly modified by this Amendment No.1 all terms and conditions of the Agreement remain unchanged and in full force and effect.

12. Nothing in this Amendment No. 1 shall be construed as extinguishing the rights and obligations of the parties accruing prior to the effective date of this Amendment No. 1.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed as of the date of last signature set forth below.

CITY OF HIGH POINT, NC

By: ________________________________
(Signature)

Name: ________________________________

Title: ________________________________

Date: ________________________________

DELERROK, INC.

By: ________________________________
(Signature)

Name: ________________________________

Title: ________________________________

Date: ________________________________

CITY OF HIGH POINT
AGENDA ITEM

TITLE:
Consideration of a Contract with SRF Consulting Group, Inc.

FROM:
Angela Wynes, Transit Manager

MEETING DATE:
1/9/2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bid Recommendation Form SRF Consulting

PURPOSE: Consideration of a contract to SRF Consulting Group, Inc. to develop a Short-Range Transit Plan for High Point Transit System.

BACKGROUND: The city's last short-range transit plan was completed in 2014. In September, the Purchasing Division issued an RFP to develop the City's short-range transit plan. We received five (5) very competitive proposals from consulting firms, who have all done work in North Carolina. The proposals were evaluated by a 3-member panel consisting of two Transportation Department employees and one member of the Transportation Department from the City of Winston-Salem. The scope of work includes evaluating our existing services and the addition of new services, including micro transit. The firm will review the system's financials, identify areas for cost savings, and identify additional opportunities for increased regional cooperation. There will be outreach and opportunities for public input throughout the process.

BUDGET IMPACT: The not-to-exceed price for the contract is $178,360.63. The city's portion of this cost is $35,672.00 with a Federal contribution of $142,689.00. Funds are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with SRF Consulting Group, Inc. in the amount of $178,360.63 for development of a short-range transportation plan and authorize the appropriate City Official(s) to execute all necessary documents.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Transportation / Transit

COUNCIL AGENDA DATE: January 13, 2025

BID NO.: RFP 05-090524 CONTRACT NO.: DATE OPEN: 9/5/2024

DESCRIPTION:

Proposals for the development of a five year short range transit plan by an outside consulting firm.

PURPOSE:

The outside consulting firm will develop a five year plan for the transit system detailing improvements to existing services and potential additional services along with financing mechanisms.

COMMENTS:

The Purchasing Division received five (5) very competitive proposals from consulting firms, who have all done work in North Carolina.

RECOMMEND AWARD TO: SRF Consulting Group, Inc AMOUNT: $178,360.63

JUSTIFICATION:

SRF was deemed the most qualified firm by the selection committee. The proposed team has years of experience in transit operations, finance, and public outreach, and has performed similar studies in for the City of High Point. The team is familiar with the Triad area and has done work for the City of High Point previously.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
641622	527101	641254401132	P4424	$250,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Greg Venable Digitally signed by Greg Venable Date: 2024.12.27 08:35:44 -05'00' DATE: 12/27/2024

The Purchasing Division concurs with recommendation submitted by the Transportation Department **and recommends award to the lowest responsible, responsive bidder** SRF Consulting Group, Inc. **in the amount of** $178,360.63.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.12.27 09:08:23 -05'00' DATE: 12/27/2024

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.12.30 10:15:55 -05'00' DATE: 12/30/24

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

CITY OF HIGH POINT
AGENDA ITEM

TITLE:
Consideration of Amendment Number 2 to an Agreemen

FROM:
Greg Venable, Transportation Director

MEETING DATE:
1/9/2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Task Order #2

PURPOSE: This is a request to approve Amendment Number 2 to an Agreement with Kimley Horn and Associates, Inc. (KHA) for additional design services related to design drainage revisions for the Triangle Lake Road Bond Project.

BACKGROUND: Triangle Lake Road improvements are currently under design by KHA. Included in the project are design services for final drainage design. It was determined during the review process that changes to the drainage design were needed. Additional work is required that was not included in the original contract. Other areas impacted by this change are final utility designs, roadway and driveway revisions, and work zone traffic control plans

BUDGET IMPACT: KHA will provide the additional professional design services for a fee of $118,211.48. Funding is available in the approved FY 2024/2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Amendment Number 2 to an Agreement with Kimley Horn and Associates, Inc. for additional design services for the Triangle Lake Road Bond Project in the amount of $118,211.48 and authorize the appropriate City Official(s) to execute all necessary documents.

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated November 04, 2024 to the agreement between The City of High Point ("City" or "Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 2nd, 2021 ("the Agreement") concerning Triangle Lake Road Final Design (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 1 – Final Drainage Design

The Consultant will develop final pipe sizes, pipe inverts, structure locations, outfall locations, vertical hydraulic design for ditches, final calculations for storm drain systems and final outfall analysis for the single trunkline system. Final drainage design will be confirmed once all roadway changes requested during the Drainage Alternative Plan Review Meeting have been completed and following final utility coordination to avoid conflicts with water and sanitary sewer lines. This includes up to one (1) final review meeting prior to 100% plans, in person with the City.

The final drainage will be drafted (storm drain systems, inlets, ditches, cross pipes, etc.) and labeled in a drainage DGN file utilizing Geopak Drainage software. A Drainage Summary Sheet will also be prepared for the project using Geopak Drainage software.

The Consultant assumes that on-site detention for water quality and quantity will not be needed. If it is determined that the standard diffused flow methodologies cannot handle the water quality requirements and the ultimate outfall ditches cannot handle the post development flows, the Consultant can design stormwater control measures (SCM) as an additional service.

Task 2 – Revise Utility Designs

The Consultant will coordinate drainage design revisions with utility relocation designs to limit new conflicts where practical and will revise utility relocation designs to address conflicts which cannot be avoided. The Consultant will meet virtually with the City to review revised 50% utility relocation designs (horizontal design with sufficient vertical evaluations to confirm alignment feasibility). After receipt of comments from the City on the 50% utility relocation redesign, Consultant will prepare and submit 65% utility relocation designs in accordance with the original utility design scope.

Task 3 – Roadway & Driveway Revisions

The Consultant shall revise the roadway plans as required to accommodate new drainage structure locations and shall revise driveways to avoid drainage structures and cross pipes where feasible. Cross sections and plan details shall be updated. Driveways will be designed in accordance with City of High Point Standard 522.00. If this standard cannot be met, a horizontal and vertical alignment will be established for the driveway.

The Consultant shall also prepare an exhibit for a new driveway location for the former High Point Furniture Sales property. The driveway will tie to alignment -L- near to Station 52+65 and will proceed to the existing gravel lot adjacent to the building on the parcel. A conceptual vertical alignment and cross sections will be generated for the driveway and used to determine conceptual limits of construction, and approximate easements required for the alternative driveway. The conceptual design will be presented in roll plot format with aerial imagery and survey information.

If the conceptual driveway alignment is selected as the preferred alternative over the -DW3- alignment shown in the 65% Plans, the consultant will revise the plans to incorporate the new alignment and will generate new plan sheets, profile sheets and cross sections for the new driveway alignment.

Task 4 – Work Zone Traffic Control Plan Revisions

The Consultant will revise the Traffic Management Plan (TMP) phasing to facilitate construction of the drainage trunk line in the first phase of construction. The original TMP Phasing called to construct the left side of Triangle Lake Road first, followed by the right side. Due to the location of the new trunkline, the right side must now be constructed first, followed by the left side. This change to the phasing will require revisions to the construction sequence at both roundabouts, as well as to the temporary horizontal and vertical alignments required to maintain traffic on -L1- Triangle Lake Road during construction of the culvert at -L1- Sta. 30+00 (+/-). The consultant will revise the construction phasing, roundabout construction sequencing, temporary horizontal and vertical alignments, and all associated plan sheets and phasing notes.

The Consultant will also evaluate the need for temporary shoring for maintenance of traffic purposes. Temporary shoring recommendations were not included in the Consultant’s or geotechnical subconsultants original scope of services. If it is determined that temporary shoring is needed for maintenance of traffic, the Consultant will coordinate with Terracon to determine the additional scope and fee required to develop temporary shoring recommendations.

The revised TMP will be presented on 40scale plan sheets and will include all applicable traffic control devices and details.

Additional Services:

An additional Amendment will be required to develop temporary shoring recommendations for traffic management if shoring is determined necessary by the Consultant.

- Temporary Shoring Recommendations
- Additional geotechnical investigations

Schedule

Consultant shall provide an updated project schedule upon approval of the Amendment.

Fees and Expenses

For the services set forth above, Client shall pay Consultant the following compensation:

Task 1	Final Drainage Design	$36,839.27
Task 2	Final Utility Design	$4,599.79
Task 3	Roadway & Driveway Revisions	$15,743.24
Task 4	Work Zone Traffic Control Plan Revisions	$61,028.34
Total Lump Sum Fee		$118,211.48

CLIENT:	CONSULTANT:
______________________________	KIMLEY-HORN AND ASSOCIATES, INC.
By: ______________________________	By: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

CITY OF HIGH POINT
AGENDA ITEM

TITLE:
Consideration of a Purchase from Barrs Recreation, LLC

FROM:
Lee Tillery, Parks & Recreation Director

MEETING DATE:
1/9/2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Barrs Recreation Quotation
2. Playground Renderings
3. Bid Recommendation Form

PURPOSE: Playground purchase and installation of a new Composite Play Structure for Oak Hollow Marina.

BACKGROUND: Current playground is just over 15 years old and needs replacement based on high usage, accessibility and deteriorating equipment concerns. New playground structure is a BCI Burke manufactured product, and we have experienced past success with this company and product. The procurement is being made through an existing Sourcewell contract honored through the City's Purchasing policies.

BUDGET IMPACT: Cost of $178,349.25 utilizing funds appropriated in the 2024-25 Capital Improvement Plan for Parks & Recreation

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Barrs Recreation, LLC through the Sourcewell cooperative purchasing contract in the amount of $178,349.25 for the purchase and installation of a new composite play structure at Oak Hollow Marina and authorize the appropriate City Official(s) to execute all necessary documents.

Quotation

Barrs Recreation
36 Diane Street
Pittsboro, NC 27312

Date	Estimate #
11/18/2024	18879

Name / Address
City of High Point 211 S. Hamilton St. High Point, NC 27260

Terms	Rep	Project
Due Upon Complet...	JLB	

Item	Description	Qty	U/M	Rate	Total
	Sourcewell Contract #010521-BUR Effective February 17, 2021– February 17, 2025 Net 30 days payment terms				
BCI Burke	405-191263-5 - Oak Hollow Marina	1	ea	163,799.00	163,799.00T
Discount	Sourcewell discount			-24,569.85	-24,569.85
Discount	Barrs Recreation Courtesy Savings Amount			-16,379.90	-16,379.90
Installation	Installation of your Commercial Equipment completed in a prepared site that is level within 2% grade and has a surface of compacted soil only. An Owner representative must be on site when the install crew arrives to confirm layout of the equipment. If the site is not prepared correctly when the install crew arrives, a fee will be discussed for our crew to complete. If the crew is sent away for the Owner to handle site preparation, a Lost Time/Re-Mobilization Fee will be charged according to time and distance traveled. *In atypical soil situations where excessive bedrock/concrete footers are encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees will be discussed. **This quote does not include Permits. Permits are the responsibility of the project Owner.			47,500.00	47,500.00T
Freight	Truckload Freight - This price is good for 30 days from the date of this estimate, and must be re-calculated if your order is placed after that time frame.	2		4,000.00	8,000.00T
	City of High Point #18103 High Point Guilford NC				

All purchases subject to a 6 - 8 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO with order, balance due upon delivery (or completion of installation if we are providing that service).To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.
If an order is cancelled after production begins, there will be a 35% re-stocking fee

Subtotal	$178,349.25
Sales Tax (6.75%)	$12,038.57
Total	$190,387.82

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com

November 15, 2024

Colton Marble
Highpoint Park and Recreation
211 S Hamilton St
High Point, NC 27260-5232

Dear Colton Marble:

Barrs Recreation, LLC is delighted to provide Highpoint Park and Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Barrs Recreation, LLC is confident that this proposal will satisfy Highpoint Park and Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

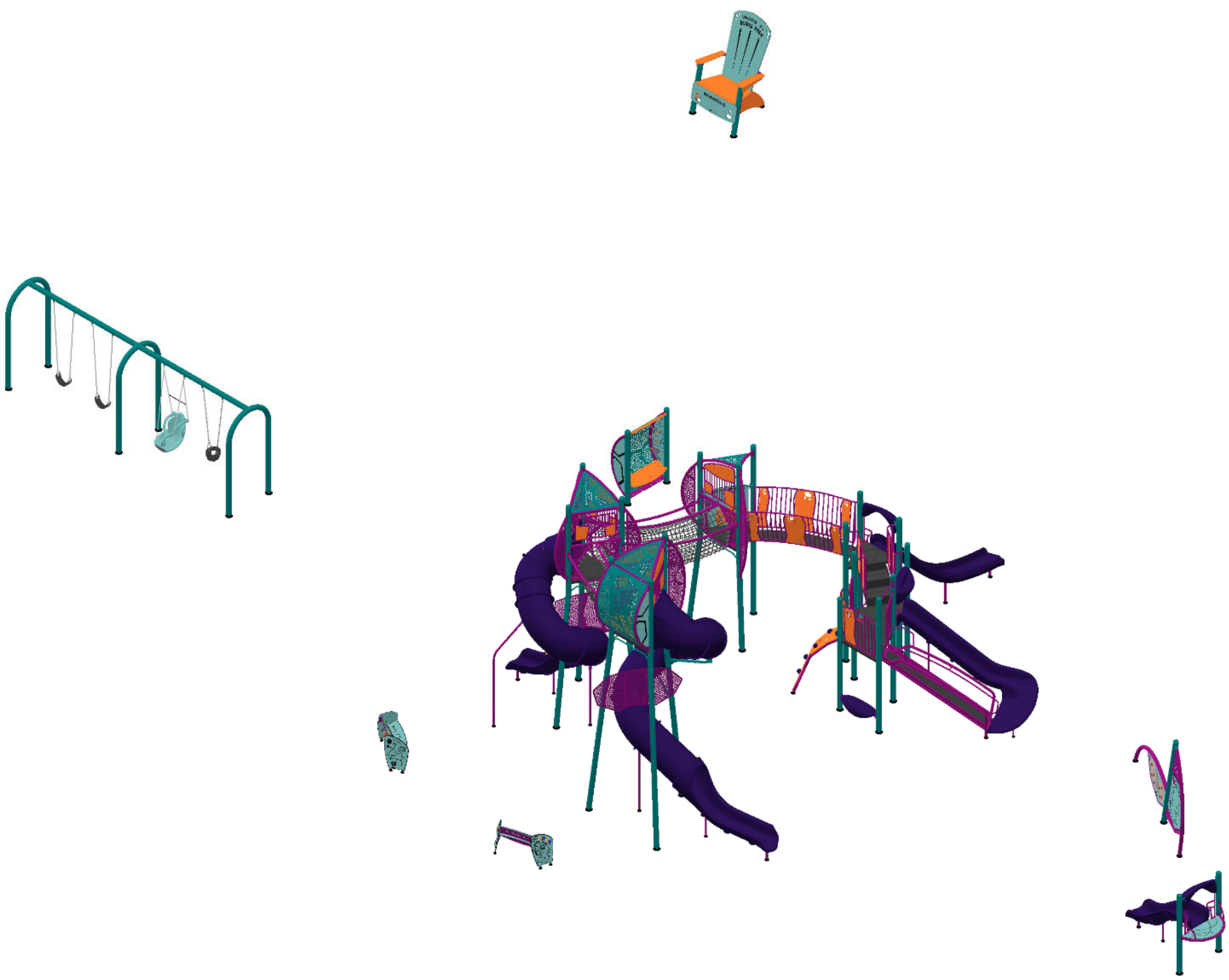
You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Highpoint Park and Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

John Barrs
Sales Representative

Barrs Recreation, LLC
36 Diane Street
Pittsboro, NC 27312
www.www.barrsrec.com
www.bciburke.com

Phone: 919-781-4870
Fax: 919-781-5779
johnb@barrsrec.com



SERIES Nucleus | Burke Basics

GROUP:
Structure|Hillside Slide|Serenity Spot|STEM Play|Freestanding

DESIGNED FOR AGES:
5 to 12

Oak Hollow Marina
High Point, NC 27265-2286

Burke
PLAY THAT MOVES YOU.

ELEVATION VIEW

11/15/2024

Barrs Recreation, LLC

405-191263-5

Designer: Parker Schmitz

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

SERIES **Nucleus | Burke Basics**		**ISOMETRIC VIEW**
GROUP: Structure|Hillside Slide|Serenity Spot|STEM Play|Freestanding **DESIGNED FOR AGES:** 5 to 12	**Oak Hollow Marina** High Point, NC 27265-2286 Burke PLAY THAT MOVES YOU.	11/15/2024 **Barrs Recreation, LLC** **405-191263-5** Designer: Parker Schmitz

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Parks & Recreation

COUNCIL AGENDA DATE: January 13, 2025

BID NO.: N/A CONTRACT NO.: Sourcewell -010521-BUR DATE OPEN: N/A

DESCRIPTION:

Replace playground equipment at Oak Hollow Marina. Purchase from Barrs Recreation via Sourcewell contract.

PURPOSE:

Purchase of playground equipment at Oak Hollow Marina.

COMMENTS:

RECOMMEND AWARD TO: Barrs Recreation AMOUNT: $178,349.25

JUSTIFICATION:

Oak Hollow Park is one of our most heavily utilized facilities. Due to high usage, age and condition of current equipment, the playground needs to be replaced. This particular project ranks high on our current prioritization and replacement program.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401410	533101	401221029605	55310	$26,856.00
401410	533101	401231031205	55310	$74,825.00
401410	533101	401241033905	55310	$76,668.25
TOTAL BUDGETED AMOUNT				$178,349.25

DEPARTMENT HEAD: Lee Tillery Digitally signed by Lee Tillery Date: 2024.12.30 10:03:07 -05'00' DATE: 12/30/2024

The Purchasing Division concurs with recommendation submitted by the Parks and Rec **and recommends award to the lowest responsible, responsive bidder** Barrs Recreation **in the amount of** $178,349.25.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.12.31 13:48:31 -05'00' DATE: 12/30/2024

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.12.31 14:18:51 -05'00' DATE: 12/31/24

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