

City of High Point

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



Meeting Agenda

Thursday, April 14, 2022

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Chair

Committee Members:

Michael Holmes

Monica Peters, Mayor Pro Tem

Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS****[2022-153](#)**

Contract - Jackson Lake Substation Upgrade - Substation Enterprises, Inc., R.W. Chapman & Co., Myers Controlled Power, Birmingham Control Systems, Virginia Transformer Corp.

City Council is requested to award contracts for five (5) schedules for materials to perform maintenance, upgrade and increase the electric system's capacity at the Jackson Lake Substation.

Schedule I - Substation Structure Substation Enterprises, Inc.
\$921,718.00

Schedule II - Circuit Switchers R.W. Chapman & Co.
\$142,825.40

Schedule III - 15 kV Circuit Breakers Myers Controlled Power
\$205,186.00

Schedule IV - Relay & Control Panels Birmingham Control
Systems \$185,995.00

Schedule V - Power Transformers Virginia Transformer Corp.
\$2,250,300.00

Attachments: [1. Contract – Jackson Lake Substation Upgrade – Substation Enterprises, Inc.,](#)

[2022-154](#)

Contract - Carolina Industrial Equipment, LLC - Bed & Boom Purchase for a 2019 Freightliner M2-10 Leaf Truck

City Council is requested to award a contract to Carolina Industrial Equipment, LLC in the amount of \$55,811.41 for the replacement of the bed and boom of a 2019 Freightliner M2-10 Leaf Truck due to an accident with the Streets Division.

Attachments: [2. Contract – Carolina Industrial Equipment, LLC – Bed & Boom Purchase for a](#)

[2022-155](#)

Contract - Construction Support Services- Contract Administration (CA) and Resident Project Representative (RPR) services provided by Davis-Martin-Powell (DMP) - U-5896 US 29/US 70/Business 85 and South Main Street (SR 1009)

City Council is requested to approve a proposal from Davis-Martin-Powell (DMP) for Contract Administration (CA) and Resident Project Representative (RPR) for the upcoming NCDOT interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with DMP and for an estimated total of \$97,800.

Attachments: [3. Contract – Construction Support Services- Contract Administration-Davis-Ma](#)

[2022-156](#)

Contract - City of High Point Streets Resurfacing - Sharpe Brothers, A Division of Vecellio & Grogan, Inc.

City Council is requested to award a contract to Sharpe Brothers, A Division of Vecellio & Grogan, Inc. in the amount of \$495,963.58 for the resurfacing and paving of specific City of High Point maintained streets and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [4. Contract – City of High Point Streets Resurfacing – Sharpe Brothers, A Division of Vecellio & Grogan, Inc.](#)

[2022-157](#)

Resolution - Grant Application - American Rescue Plan Act (ARPA) -

Various Projects - Water-Wastewater-Storm Water Infrastructure

City Council is requested to adopt a resolution to allow for Public Services to submit applications for grant funding through the Federal American Rescue Plan Act (ARPA) and State Revolving Fund (SRF) for water, wastewater, and stormwater infrastructure.

Attachments: [5. Resolution – Grant Application – American Rescue Plan Act \(ARPA\) - Various Projects - Water-Wastewater-Storm Water Infrastructure](#)

[2022-158](#)

Contract-Change Order #10 - Samet Corp - High Point Police Department (HPPD)

City Council is requested to approve Change Order #10 for Samet Corporation in the amount of \$65,675 for additional electrical work, detention area benches, landscaping enhancements and plumbing repairs that were not included in the original scope of the project.

Attachments: [6. Contract-Change Order #10 – Samet Corp – High Point Police Department \(HPPD\)](#)

[2022-159](#)

Contract - Kone, Inc. - High Point Police Department (HPPD)

Headquarters - Elevator Modernization

City Council is requested to award a contract to Kone, Inc. in the amount of \$282,780.18 to modernize two existing elevators at the High Point Police Department (HPPD) Headquarters building at 1730 Westchester Drive.

Attachments: [7. Contract – Kone, Inc. – High Point Police Department \(HPPD\) Headquarters - Elevator Modernization](#)

[2022-160](#)

Resolution - Dedicated Medical Center-ChenMed - Building Reuse Grant - 131 Greensboro Road

City Council is requested to approve a resolution of support for Dedicated Medical Center receiving a \$300,000 Building Reuse Grant from the State of North Carolina.

Attachments: [8. Resolution – Dedicated Medical Center-ChenMed – Building Reuse Grant – 131 Greensboro Road](#)

[2022-161](#)

Resolution - Authorize the Issuance of Series 2022C General Obligation Refunding Bond

City Council is requested to approve the "Resolution of The City Council of The City of High Point, North Carolina Authorizing the Issuance of a General Obligation Refunding Bond, Series 2022C".

Attachments: [11. Resolution - Authorize the Issuance of Series 2022C General Obligation Refunding Bond](#)

[2022-162](#)

Presentation - Fuel Budget Update

Staff will present information on the current year's fuel budget, provide comparisons in the price paid for fuel throughout the year, and outline next steps. No action is requested, informational purposes only.

Attachments: [10. Presentation Fuel Budget Update - Information Item](#)

ADJOURNMENT

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

112 Chase Ave

OWNER (S)

Christopher Alvarez &
Domitila Soto Cordoba
1701 Blossom Ln. Apt 6
Madison, WI 53716

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 18th day of January, 2022

Lisa B. Vierling, City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK

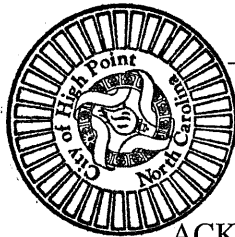


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on January 18, 2022, and upon approval by City Council will be recorded in Book 97 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7787/22-08, page 104, Legislative File No. 2022-16 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 19th day of January 2022.



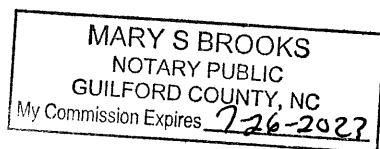
Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Mary S. Brooks, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 19th day of January 2022.

Mary S. Brooks
Mary S. Brooks, Notary Public



Commission Expires: 7/26/2023

CITY OF HIGH POINT

AGENDA ITEM

**Title: Grant Application Resolution**

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

Public Hearing: N/A

Meeting Date: April 18, 2022

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

PURPOSE:

The Public Services will be competing for grant funding for various projects. Submission for grant funding requires City Council to adopt a resolution. The first round of submittals are due on May 2, 2022, which must contain a copy of the adopted resolution to be considered for funding. Funding opportunities are through the Federal American Rescue Plan Act (ARPA) and State Revolving Fund (SRF) which is a separate allocation from the ARPA funding previously awarded to the City.

BACKGROUND:

American Rescue Plan Act (ARPA): In March 2021, ARPA was signed into law to provide financial relief through several economic outlets, including providing funding for water, wastewater, and stormwater infrastructure. The North Carolina Division of Water Infrastructure (NCDWI) has been tasked with distributing the funds as part of the State Revolving Fund (SRF) program. Applications are received twice a year, in the Spring and the Fall. It is anticipated that a majority of NCDWI's remaining ARPA funds for water and wastewater projects will be distributed as part of the Spring 2022 cycle. NCDWI's ARPA funds associated with stormwater projects is expected to be distributed in the Fall 2022 cycle.

Bipartisan Infrastructure Bill (BIB): In November 2021, BIB was signed into law to provide financial relief and economic stimulus through several programs, including increasing funding to the Drinking Water SRF (DWSRF) and Clean Water SRF (CWSRF) programs to address lead service line replacement, emerging contaminants, and failing infrastructure. BIB is anticipated to be rolled out over a 5-year period, but exact guidance on distribution has not been defined at this time. NCDWI administers the SRF programs and has indicated funding associated with BIB is anticipated to start being distributed in the Fall 2022 or Spring 2023 cycle.

BUDGET IMPACT:

No budget impacts are anticipated from this resolution.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends adopting this resolution to allow complete application submittal for various funding opportunities.

CITY OF HIGH POINT

RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF HIGH POINT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of water and wastewater treatment plants, and

WHEREAS, The City of High Point has need for and intends to rehabilitate its wastewater collection infrastructure with two projects described as Upper Boulding and Whites Mill Lift Station and Force Main Extension, and

WHEREAS, The City of High Point intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, The City of High Point will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the City of High Point will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the City of High Point agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of High Point to make scheduled repayment of the loan, to withhold from the City of High Point any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the City of High Point will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Tasha Logan Ford, City Manager, the authorized official of the City of High Point, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of High Point with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the City of High Point, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of High Point has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by High Point City Council this (date) in High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

Lisa B. Vierling, City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting [title of officer] of the City of High Point does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the- _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

**RESOLUTION IN SUPPORT OF THE STATE OF NORTH CAROLINA BUILDING REUSE
GRANT FOR CHENMED/DEDICATED MEDICAL CENTER NEW LOCATION IN HIGH
POINT, NC**

WHEREAS, the State of North Carolina ("State") intends to approve a Building Reuse Grant ("Grant") in the amount of \$300,000 for ChenMed/Dedicated Medical Center. ("Company"), which will be received by the City and passed on to the Company upon performance, as approved by the State; and

WHEREAS, the High Point City Council supports the State of North Carolina funding a Building Reuse Grant for the Company which is the largest family-owned, physician-led primary care provider serving the neediest and most underserved populations in the United States; and

WHEREAS, the funding will allow the company to reactivate a vacant building located at 131 Greensboro Rd., High Point and create 30 jobs paying much greater than Guilford County average wages within the first two years of the Company's operation;

WHEREAS, the State requires that a resolution of support be adopted by the High Point City Council proclaiming its support for the Company and the funding; and

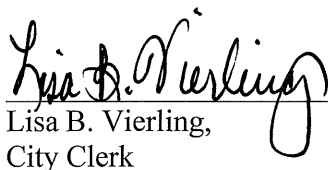
WHEREAS, the City believes that it is in the best interests of the citizens of High Point to encourage and support economic development within the City through the recruitment of new industries to the City and the expansion of existing industries in the City.

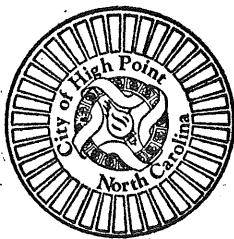
NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

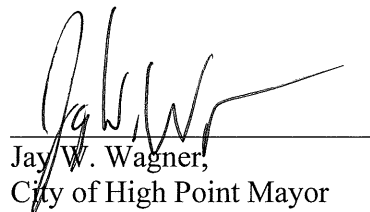
1. The High Point City Council hereby adopts this Resolution of Support for the State of North Carolina to provide a Building Reuse grant to ChenMed/Dedicated Medical Center for its new location in High Point, NC.
2. The Mayor and the City Clerk are hereby authorized to sign all necessary documents on behalf of the City.
3. This resolution shall become effective upon adoption.

This 18th day of April 2022.

ATTEST


Lisa B. Vierling,
City Clerk




Jay W. Wagner,
City of High Point Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Construction Support Services- U-5896 US 29/US 70/Business 85 and South Main Street (SR 1009)
Davis • Martin • Powell (DMP)

From: Robby Stone – Interim Public Services Director
Derrick Boone – Public Services Asst. Director
Allan Hicks – Public Services Proj. Engineer

Meeting Date: April 18, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Proposal
Attachment B – Utility Construction Drawings

PURPOSE:

The Public Services Department is requesting that City Council approve a proposal from Davis-Martin-Powell (DMP) for Contract Administration (CA) and Resident Project Representative (RPR) for the upcoming NCDOT interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009).

BACKGROUND:

The North Carolina Department of Transportation (NCDOT) has prepared construction plans for improvements to the interchange at US 29/ US 70/ Business 85 and S. Main St. This project will require substantial water and sewer improvements which will be accomplished in conjunction with this NCDOT project. The Public Services Department requests part-time Contract Administration (CA) and part-time Resident Project Representative (RPR) services from DMP for the anticipated 30-month duration of the project. DMP's services are needed to augment city staff on items such as field inspections, plan revisions, water-sewer testing, and record drawings related to the Water and Sewer improvements. The anticipated cost of DMP's services for the 30-month duration is \$97,800. This NCDOT construction project was recently awarded to Boggs Contracting Inc. and construction is anticipated to begin mid April 2022.

BUDGET IMPACT:

Funds for this project are available in the FY 2021/2022 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the Contract Administration (CA) and Resident Project Representative (RPR) services provided by Davis-Martin-Powell (DMP) and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with DMP and for an estimated total of \$97,800.

March 16, 2022

Re: City of High Point, NC
NCDOT Project U-5896
Interchange Improvements at
US 29/70 and South Main Street
Proposal for Engineering Services
DMP Project 170205.01 (BF)

Mr. Derrick Boone
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Mr. Boone:

Davis-Martin-Powell (DMP) is pleased to offer this Proposal for Engineering Services related to the construction of proposed water and sewer relocations as part of NCDOT Project U-5896. This project involves improvements to the Interchange at US 29/70 (Business 85) and South Main Street.

Understanding of the Project

Through our NCDOT Utility Design Engineering Limited Services Contract, DMP designed the Utility Construction plans for the U-5896 project, which includes relocations of existing water and sewer facilities that are in conflict with the proposed roadway and drainage improvements.

As requested, we are providing this Proposal for limited Construction Administration (CA) and Resident Project Representative (RPR) services for proposed water and sewer relocations associated with the project. We understand that both NCDOT and the City of High Point Public Services Department will have representatives assigned to project. On a project of this size, construction of water and sewer relocations can be in progress at multiple locations on any given day. In these situations, it has been common for DMP to assist City staff with observation of construction activities on previous projects. There are also times when City representatives are not available to visit the project, and DMP can fill in during these times as needed.

Proposed water and sewer utility relocations on the project will include:

- On Sheet UC-5A, there will be an 18" sewer line relocation. This sewer line relocation will include installation of a 30" steel encasement pipe to be bored and jacked under US 29/70, and an aerial sewer line crossing over Richland Creek.
- On Sheet UC-5B, two existing 8" vitrified clay (VC) sewer lines under the pavement of South Main Street will be replaced with a new 12" ductile iron (DI) sewer line to be installed behind the new curb on the west side of South Main Street. An existing 6" cast iron (CI) water line and 12" CI water line under the pavement of South Main Street will be replaced with a new 12" DI water line to be installed behind the new curb on the east side of South Main Street.
- On Sheet UC-5C, an existing 10" cast iron (CI) water line will be replaced with a new 12" DI water line to be installed on the south side of the new US 29/70 eastbound on-ramp.

- On Sheet UC-5D, two existing 8" VC sewer lines under the pavement of South Main Street will be replaced with a new 12" DI sewer line to be installed behind the new curb on the west side of South Main Street. An existing 6" CI water line and 12" CI water line under the pavement of South Main Street will be replaced with a new 12" DI water line to be installed behind the new curb on the east side of South Main Street. An existing 10" CI water line will be replaced with a new 12" DI water line to be installed on the south side of new US 29/70 northbound on-ramp.
- On Sheet UC-7, two existing 8" VC sewer lines under the pavement of South Main Street will be replaced with a new 12" DI sewer line to be installed behind the new curb on the west side of South Main Street. An existing 6" CI water line and 12" CI water line under the pavement of South Main Street will be replaced with a new 12" DI water line.
- Several existing water meters and fire hydrants through the project will be relocated.

The overall construction period for the project is expected to last approximately 2.5 years (30 months). NCDOT expects that construction will begin in mid-April 2022, with an anticipated completion date in October 2024. Construction activities for proposed water and sewer relocations will vary over the course of the 30-month construction period.

Scope of Services

Based on our understanding of the project, DMP proposes to provide the following services:

- Attend the Pre-Construction Meeting.
- Assist City staff with reviewing water and sewer shop drawing submittals from the Contractor.
- Provide RPR services to observe construction activities, and witness testing of completed water and sewer relocations as necessary to support City staff. DMP will furnish the City with copies of daily field reports and site photos on a weekly basis (during periods of active construction on proposed water and/or sewer relocations).
- Prepare any necessary revisions to the Utility Construction Plans.
- Assist City staff with generating a final punch list, and verify completion of the punch list at the end of the project.
- Prepare record drawings of the Utility Construction Plans, based on any observed deviations from the plans and red-line mark-ups provided by the City, NCDOT, and/or the Contractor.
- The NCDOT Resident Engineer will prepare the Engineer's Certification statements associated with the water and sewer permits issued by NCDEQ, but DMP will coordinate with NCDOT staff to confirm this is completed, and obtain copies of the certifications for the City's records.
- Perform other construction related services pertaining to the water and sewer construction, such as attending monthly progress meetings, e-mail and telephone communications with the City, NCDOT, and the Contractor, and coordination with City staff for critical water/sewer tie-ins.

Compensation

DMP will perform the services described herein, based on our Understanding of the Project and the Scope of Services presented above. The actual time that our staff will need to spend on the project will depend on the Contractor's plan for constructing the proposed water and sewer relocations. For the purpose of estimating our fee limit for this Proposal, for RPR site visits we have assumed an average intensity of 2 hours per day, 3 days per week, for 130 weeks (30 months).

DMP proposes to perform the above-described services on an hourly basis in accordance with the attached Standard Rate Schedule, with an estimated cost of **\$97,800** and will not exceed this cost unless approved by City staff. Please see our Fee Estimate Worksheet is on the following page for details.

Fee Estimate Worksheet

Task	Project Manager (\$160/hour)		Sr. Design Technician (\$110/hour)		Resident Project Representative (\$85/hour)		Mileage (\$0.60/mile)		TOTALS
	Hours	Cost	Hours	Cost	Hours	Cost	Miles	Cost	
RPR Services									
Site visits	24	\$3,840			780	\$66,300	7,236	\$4,342	\$74,482
CA Services									
Progress Meetings	20	\$3,200			50	\$4,250	180	\$108	\$7,558
E-mail and Phone Communications	40	\$6,400							\$6,400
Shop Drawing Review	4	\$640							\$640
Plan Revisions (as necessary)	16	\$2,560	16	\$1,760					\$4,320
Record Drawings	16	\$2,560	16	\$1,760					\$4,320
TOTALS	120	\$19,200	32	\$3,520	830	\$70,550	7,416	\$4,450	\$97,720

Estimates & Assumptions:

- Site Visits:
 - RPR: 2 hours/day x 3 days/week x 130 weeks = 780 hours
 - Project Manager: 12 visits x 2 hours/visit = 24 hours
- Monthly Progress Meetings (includes travel time and any required follow-up):
 - RPR: 25 meetings x 2 hours/meeting = 50 hours
 - Project Manager: 10 meetings x 2 hours/meeting = 20 hours
- Mileage for Site Visits:
 - RPR: 3 site visits/week x 130 weeks x 18 miles/visit = 7,020 miles
 - Project Manager: 22 visits x 18 miles/visit = 396 miles

Additional Services

If the duration of the project carries on longer than expected, or if more intensive RPR services are needed, the estimated fee can be adjusted. Any additional services would be performed in accordance with our standard rates, and charges would not be incurred without the City's prior authorization.

Closing

We appreciate the opportunity to submit this Proposal, and we look forward to the construction phase of this project. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

DAVIS • MARTIN • POWELL & ASSOCIATES, INC



Andrew P. Larrick, PE

Attachment A – DMP Standard Terms & Conditions

Attachment B – DMP Rate Schedule

cc: Robby Stone, PE
Allan Hicks, PE
File

Attachment "A"
Davis • Martin • Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis • Martin • Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other professional services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement..
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultant's then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due

and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice and the sums set forth therein.

Accounts unpaid 30 days after the invoice date are subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including without limitation attorney's fees actually incurred in connection with the collection effort.

8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of Consultant.
9. **Limitation of Liability:** *Consultant's liability to Client for any claim, loss or damage asserted by Client, its agents or employees, or any third party claiming through Client, arising out of an alleged breach of this Agreement or any other act, error or omission of Consultant, shall not exceed the greater of \$50,000.00 or the fees actually paid Consultant. If Client desires a higher limit of liability, the parties may agree to an increased fee to offset the increased limit of liability.*
10. **Waiver of Consequential Damages:** In no event shall Consultant be liable to Client for any special, indirect, incidental or consequential loss or damages, including but not limited to damages relating to or arising from delay, lost profits, and loss of use arising from or relating to the Services.
11. **Waiver of Claims against Individuals:** In acknowledgement that Consultant is a corporate entity and carries professional liability insurance, Client agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of

Attachment "A"
Davis • Martin • Powell & Associates, Inc.
Standard Terms and Conditions

Consultant in the execution or performance of Services hereunder, shall be made against the entity and not against any of Consultant's individual directors, officers, or employees.

12. Information for the Sole Use and Benefit of the Client:

All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and may be used only if the Client has satisfied all of its obligations under this Agreement. Information is not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client. There are no intended third-party beneficiaries of this Agreement.

13. Ownership of Documents: All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

14. Assignment: This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.

15. Certifications, Guarantees and Warranties: Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by members of the Consultant's profession practicing in the same or similar locality at the time of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or other Instrument of Service of the Consultant.

Requests for lender consents or other third-party reliance letters must be received at least 14 days prior to the date desired. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions, that relate to facts of which the Consultant does not have actual knowledge, or that cause the Consultant to violate rules of professional conduct. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of the Services, this Agreement, or other

representations by Consultant, its agents or employees shall be construed or interpreted as a guarantee of approval by any board or agency.

16. Dispute Resolution: Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

17. Accrual of Actions: As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of Consultant's final invoice for the Services.

18. Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

19. Site Responsibility: If the Consultant has prepared construction documents under this agreement and is not retained to make periodic site visits during construction, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents and the contractor's failure to follow the plans and specifications prepared by Consultant; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy. The Consultant is not responsible for any duties assigned to it in any construction contract that are not expressly provided for in this Agreement.

Attachment "A"
Davis • Martin • Powell & Associates, Inc.
Standard Terms and Conditions

The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations. Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

20. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

21. **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications.

Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans (or those noted "For Review and Approval" are subject to substantial revision until plans are fully approved and all permits obtained.

22. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Liability. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests. Client acknowledges that it cannot be an additional named insured under

any policy of insurance providing coverage for Professional Liability.

23. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.

24. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

25. **Governing Law:** This Agreement, including its construction and interpretation and the Services provided hereunder, shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to any choice of law rules to the contrary.

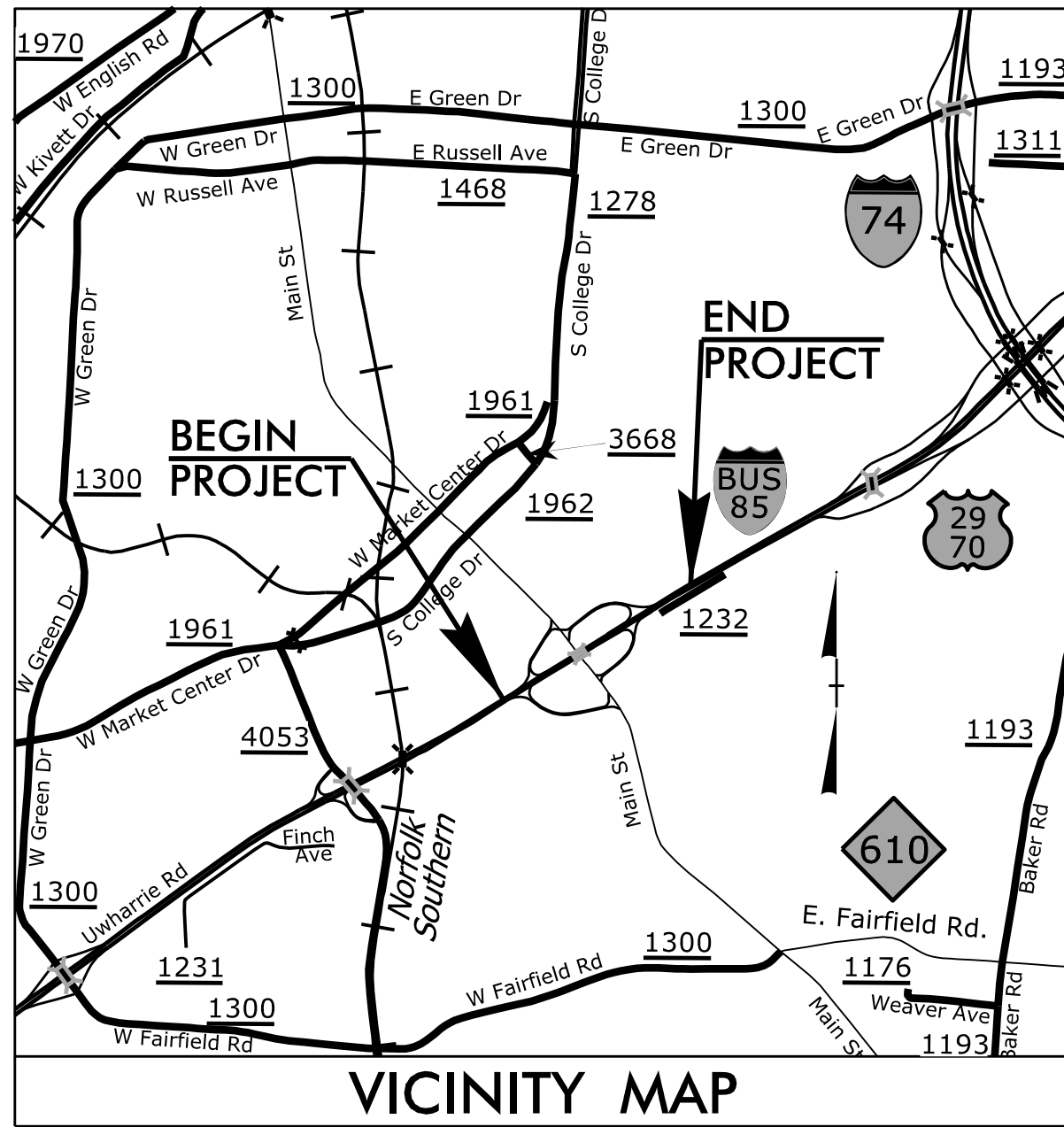
These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

**ATTACHMENT “B”
RATE SCHEDULE**

Principal	\$190.00
Associate	\$170.00
Project Manager	\$160.00
Senior Engineer / Surveyor	\$130.00
Project Engineer / Surveyor	\$115.00
Senior Designer/Technician	\$110.00
Engineering/Surveying Technician I	\$90.00
Engineering/Surveying Technician II	\$72.00
Senior Resident Project Representative	\$100.00
Resident Project Representative	\$85.00
3-Man Surveying Crew	\$185.00
2-Man Surveying Crew	\$145.00
1-Man Surveying Crew	\$120.00
Remote Sensing Crew (Min. 4 hour charge)	\$175.00
Senior Administrative Assistant	\$76.00
Travel Mileage	\$0.60
Meals and Lodging	At Cost
Reimbursable Expenses	At Cost+15%
SUE Level A: Half day, includes survey location (minimum charge)	\$1,200.00
SUE Level A: Full day, includes survey location	\$2,000.00
SUE Level B: Delineation, GPR, hourly (minimum 4 hour charge)	\$135.00
SUE Traffic Control Assistance	At Cost
SUE Select Backfill / Surface Restoration (stone, asphalt, concrete)	At Cost

Effective January 1, 2021

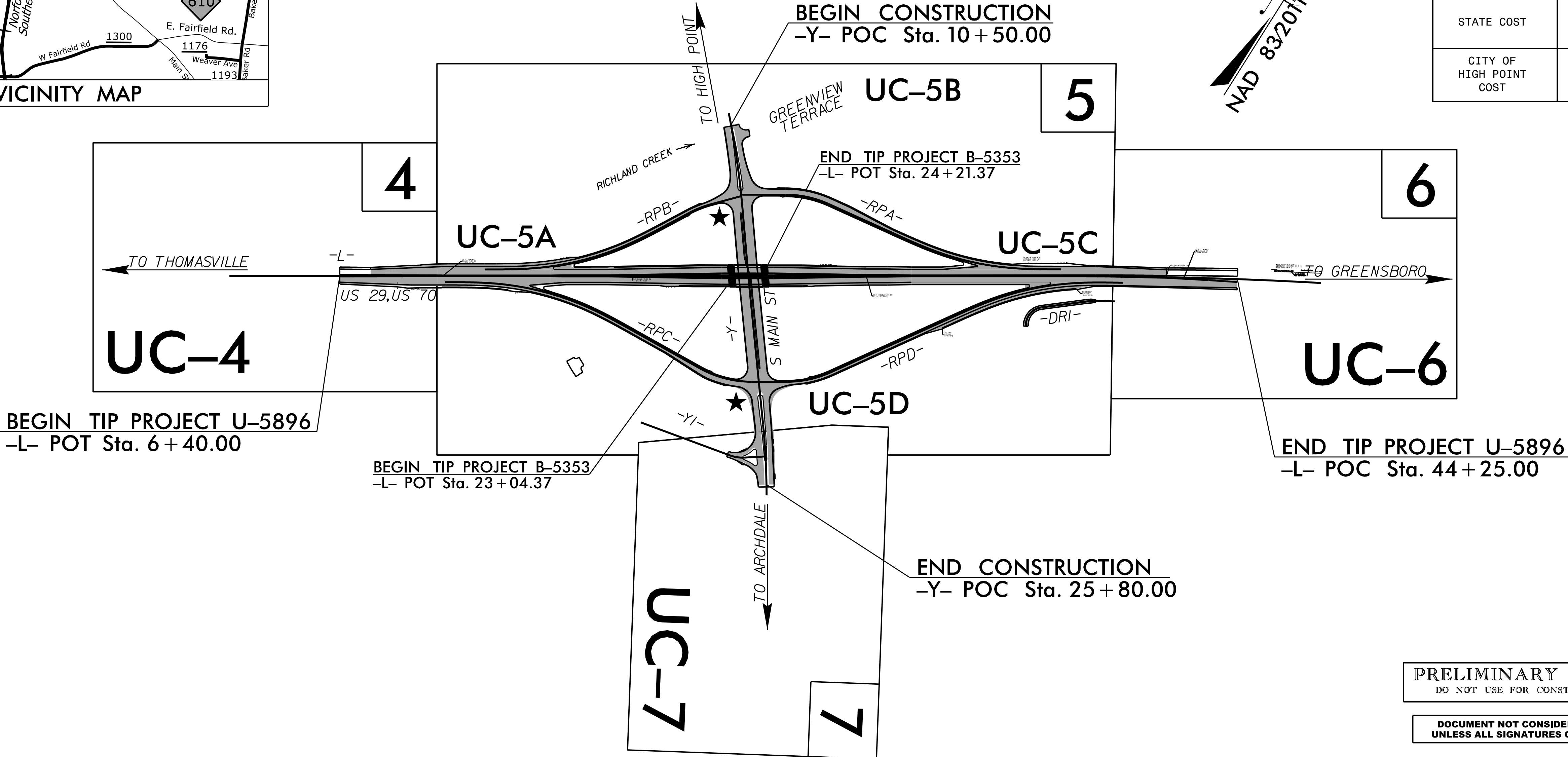
TIP PROJECT: U-5896



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS GUILFORD COUNTY

LOCATION: INTERCHANGE AT US 29, US 70 AND S MAIN STREET
(SR 1009), IN HIGH POINT
TYPE OF WORK: UTILITY CONSTRUCTION



T.I.P. NO.	SHEET NO.
U-5896	UC-1

UTILITY AGREEMENT PLANS

EXHIBIT A

AGREEMENT PLANS

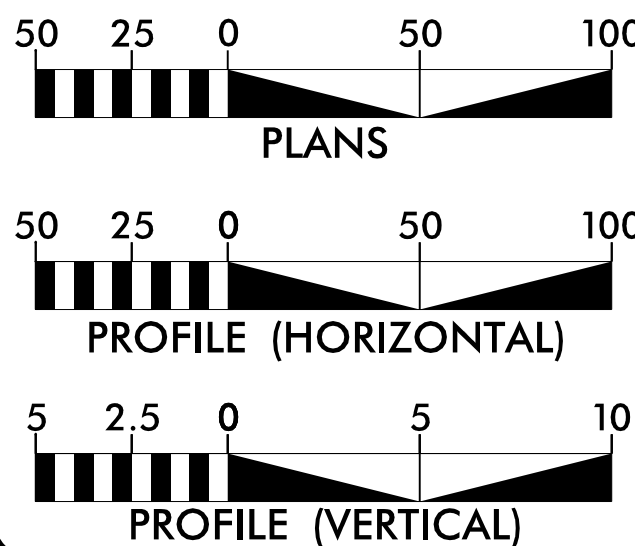
COST BREAKDOWN LEGEND

STATE COST	
CITY OF HIGH POINT COST	

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3	NOTES
UC-3A THRU UC-3E	DETAILS
UC-4 THRU UC-7	UTILITY CONSTRUCTION SHEETS
UC-8 THRU UC-10	PROFILE SHEETS

WATER AND SEWER OWNERS ON PROJECT

- A) WATER - CITY OF HIGH POINT
B) SEWER - CITY OF HIGH POINT

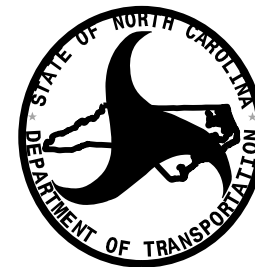
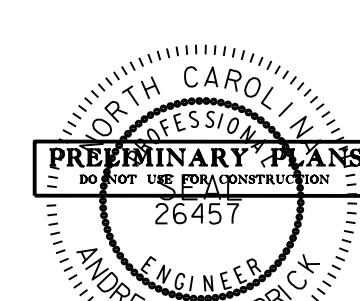
PREPARED IN THE OFFICE OF:

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

6415 OLD PLANK RD., HIGH POINT, NC 27265
PHONE: (336) 888-4821 FAX: (336) 888-4458
WWW.DMP-INC.COM LICENSE: F-4245

Andy Larrick, P.E.	CONSULTANT CONTACT #1
Steve McKee, P.E.	CONSULTANT CONTACT #2
Ralph Lowe	CONSULTANT CONTACT #3

SEAL



**DIVISION OF HIGHWAYS
UTILITIES UNIT**
1555 MAIL SERVICE CENTER
RALEIGH, NC 27699-1555
PHONE (919) 707-6690
FAX (919) 250-4151

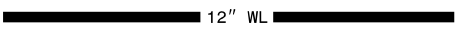
Amy York	CENTRAL UTILITIES MANAGER
Ali Kouchehi, P.E.	UTILITIES REGIONAL ENGINEER
Jon Loughry	SENIOR UTILITIES ENGINEER
Dayton Martin	REGIONAL UTILITY COORDINATOR
O'Hara Parker	SENIOR UTILITY COORDINATOR

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

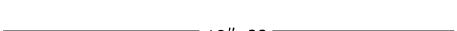
PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-2

UTILITIES PLAN SHEET SYMBOLS

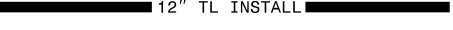
PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	
11¼ Degree Bend	
22½ Degree Bend	
45 Degree Bend	
90 Degree Bend	
Plug	
Tee	
Cross	
Reducer	
Gate Valve	
Butterfly Valve	
Tapping Valve	
Line Stop	
Line Stop with Bypass	
Blow Off	
Fire Hydrant	
Relocate Fire Hydrant	
Remove Fire Hydrant	
Water Meter	
Relocate Water Meter	
Remove Water Meter	
Water Pump Station	
RPZ Backflow Preventer	
DCV Backflow Preventer	
Relocate RPZ Backflow Preventer	
Relocate DCV Backflow Preventer	

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	
Force Main Sewer Line (Sized as Shown)	
Manhole (Sized per Note)	
Sewer Pump Station	

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Telephone Pedestal	
Utility Line by Others (Type as Shown)	
Trenchless Installation	
Encasement by Open Cut	
Encasement	

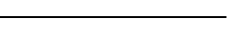
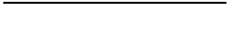
Thrust Block	
Air Release Valve	
Utility Vault	
Concrete Pier	
Steel Pier	
Plan Note	
Pay Item Note	

NOTE

PAY ITEM

EXISTING UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Utility Pole	
Utility Pole with Base	
H-Frame Pole	
Power Transmission Line Tower	
Water Manhole	
Power Manhole	
Telephone Manhole	
Sanitary Sewer Manhole	
Hand Hole for Cable	
Power Transformer	
Telephone Pedestal	
CATV Pedestal	
Gas Valve	
Gas Meter	
Located Miscellaneous Utility Object	
Abandoned According to Utility Records	
End of Information	

*Underground Power Line	
*Underground Telephone Cable	
*Underground Telephone Conduit	
*Underground Fiber Optics Telephone Cable	
*Underground TV Cable	
*Underground Fiber Optics TV Cable	
*Underground Gas Pipeline	
Aboveground Gas Pipeline	
*Underground Water Line	
Aboveground Water Line	
*Underground Gravity Sanitary Sewer Line	
Aboveground Gravity Sanitary Sewer Line	
*Underground SS Forced Main Line	
Underground Unknown Utility Line	
SUE Test Hole	
Water Meter	
Water Valve	
Fire Hydrant	
Sanitary Sewer Cleanout	

*For Existing Utilities
Utility Line Drawn from Record (Type as Shown)
Designated Utility Line (Type as Shown)

GENERAL NOTES:

2. THE EXISTING WATER AND SEWER UTILITIES BELONG TO THE CITY OF HIGH POINT.

4. THE UTILITY OWNERS OWN THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT AND ACCEPTANCE BY EACH UTILITY OWNER. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNERS ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNERS AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

\$SYTIME\$
 \$DGN\$
 \$USERNAME\$

7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY. LINE STOPS AND INSERT VAVLES WILL BE REQUIRED WHERE INDICATED ON THE PLANS, WHERE THE UTILITY OWNER CANNOT ISOLATE THE EXISTING LINES WITHOUT MAJOR DISRUPTION OF SERVICE TO MANY USERS.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

PROJECT SPECIFIC NOTES:

1. UNLESS OTHERWISE NOTED, PIPE FOR PROPOSED WATER MAINS IN NOMINAL DIAMETERS 4" THROUGH 12" SHALL BE DUCTILE IRON, PC 350. PROVIDE RESTRAINED JOINT PIPE WHERE INDICATED ON PROFILES.

2. UNLESS OTHERWISE NOTED, PIPE FOR PROPOSED WATER LINES IN NOMINAL DIAMETERS 2" AND SMALLER SHALL BE TYPE K COPPER.

3. WATER LINE VALVES SHALL BE RESILIENT-SEAT GATE VALVES CONFORMING TO ANSI/AWWA C509 OR ANSI/AWWA C515, AND SHALL BE RATED FOR A MINIMUM WORKING PRESSURE OF 250 PSI.

4. UNLESS OTHERWISE NOTED, PIPE FOR PROPOSED GRAVITY SEWER LINES IN NOMINAL DIAMETERS 8" AND LARGER SHALL BE DUCTILE IRON, CLASS 51. PROVIDE RESTRAINED JOINT PIPE WHERE INDICATED ON PROFILES. THE INTERIOR OF THE PIPE SHALL BE COATED TO A MINIMUM DRY THICKNESS OF 24 MILS WITH AND APPROVED COAL-TAR EPOXY HAVING AN EPOXY RESIN CONTENT OF 35% BY WEIGHT IN THE DRY FILM AND A MINIMUM SOLIDES CONTENT OF 74% BY VOLUME.

5. TEMPORARY BYPASS PUMPING OF FLOW IN SOME EXISTING SEWER LINES WILL BE REQUIRED WHEN INSTALLING NEW SEWER LINES IN THE SAME HORIZONTAL ALIGNMENT AS THE EXISTING SEWER LINES, AND WHEN TYING PROPOSED MH'S INTO EXISTING SEWER LINES. SEE DIVISION 15, SECTION 1520-3-A-1 OF THE NCDOT STANDARD SPECIFICATIONS. COSTS FOR TEMPORARY BYPASS PUMPING SHALL BE INCIDENTAL TO THE CONTRACT.

6. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY OWNER CONCERNING THE TIMING AND SCHEDULE OF REQUIRED SHUT-DOWNS OF ANY EXISTING WATER OR SEWER MAINS.

7. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER SERVICE TO CUSTOMERS WHEN EXISTING WATER MAINS HAVE TO BE SHUT DOWN FOR MORE THAN 8 HOURS, OR AS DIRECTED BY THE ENGINEER.

8. FOR EXISTING WATER SERVICES TO BE ABANDONED, AND ARE CONNECTED TO EXISTING WATER MAINS THAT WILL REMAIN IN SERVICE, THE CONTRACTOR SHALL EXCAVATE THE CORPORATION STOP AT THE WATER MAIN, CLOSE THE CORPORATION STOP, AND DISCONNECT THE WATER SERVICE LINE FROM THE CORPORATION STOP. THE COST FOR THIS WORK SHALL BE INCIDENTAL TO THE COST FOR THE "REMOVE WATER METER" PAY ITEM.

9. THE CONTRACTOR SHALL REPLACE ANY DAMAGED SEWER LATERALS AND/OR CLEANOUTS AS DIRECTED BY THE ENGINEER. THE NECESSARY QUANTITIES HAVE BEEN ADDED TO THE CONTRACT TO FACILITATE THIS PROCEDURE.

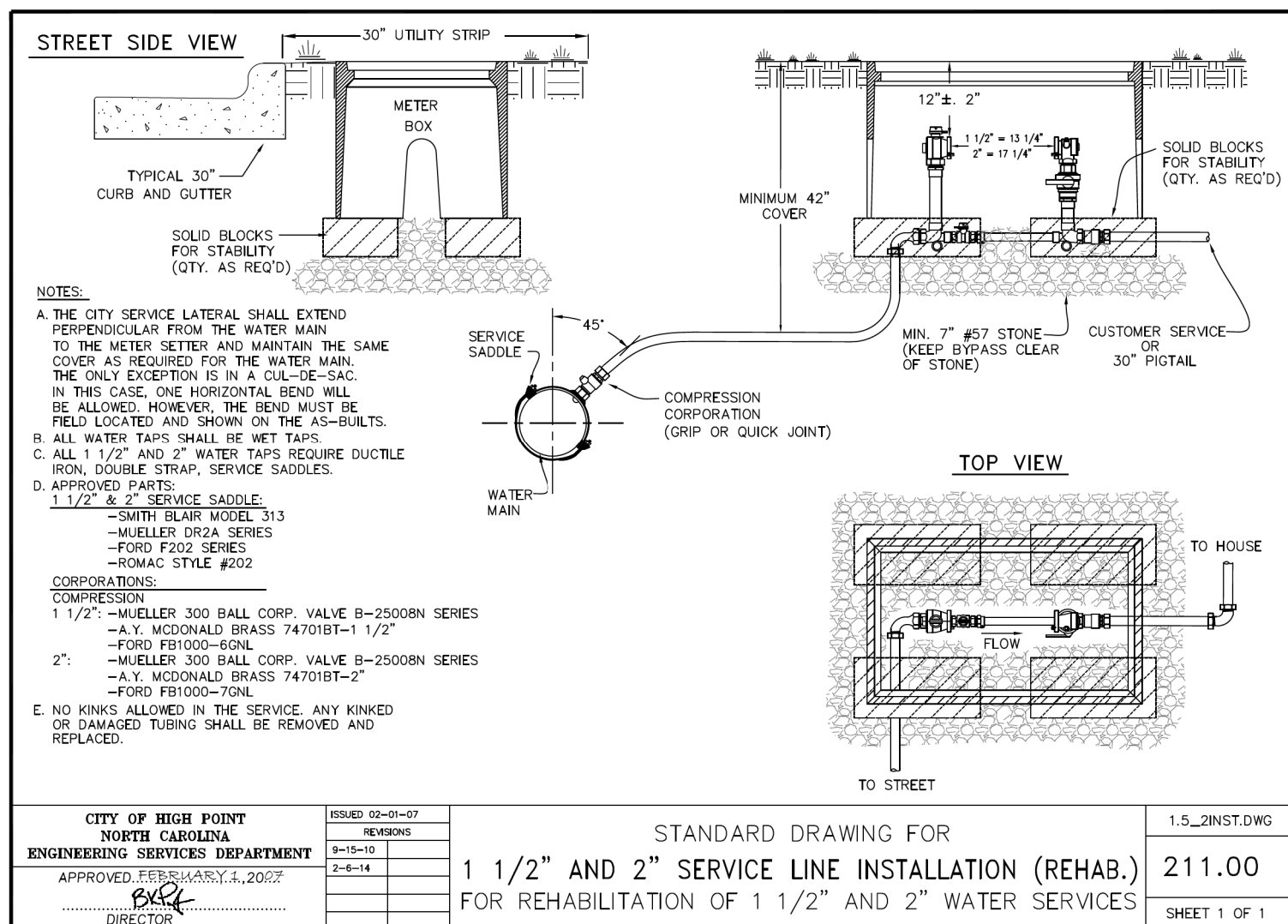
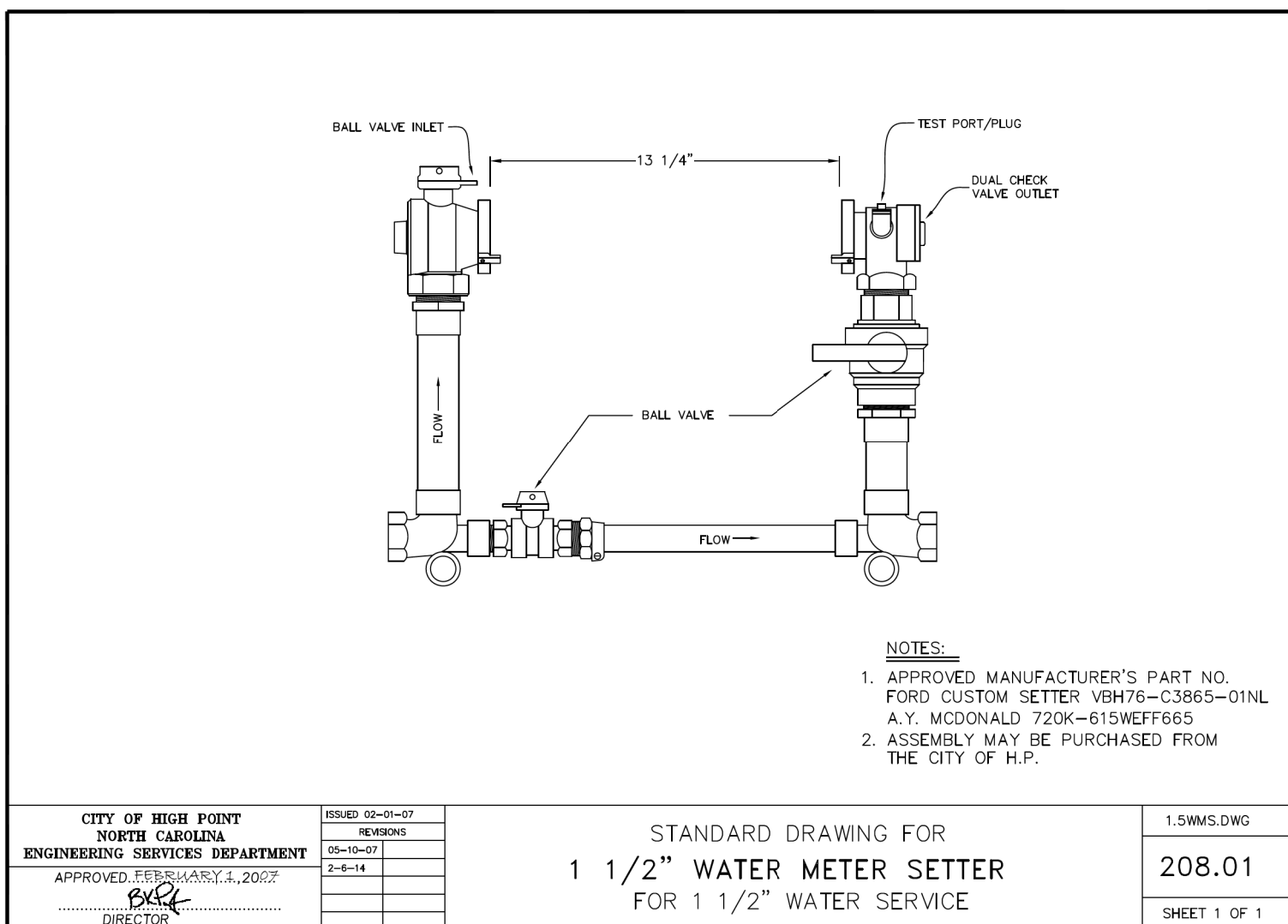
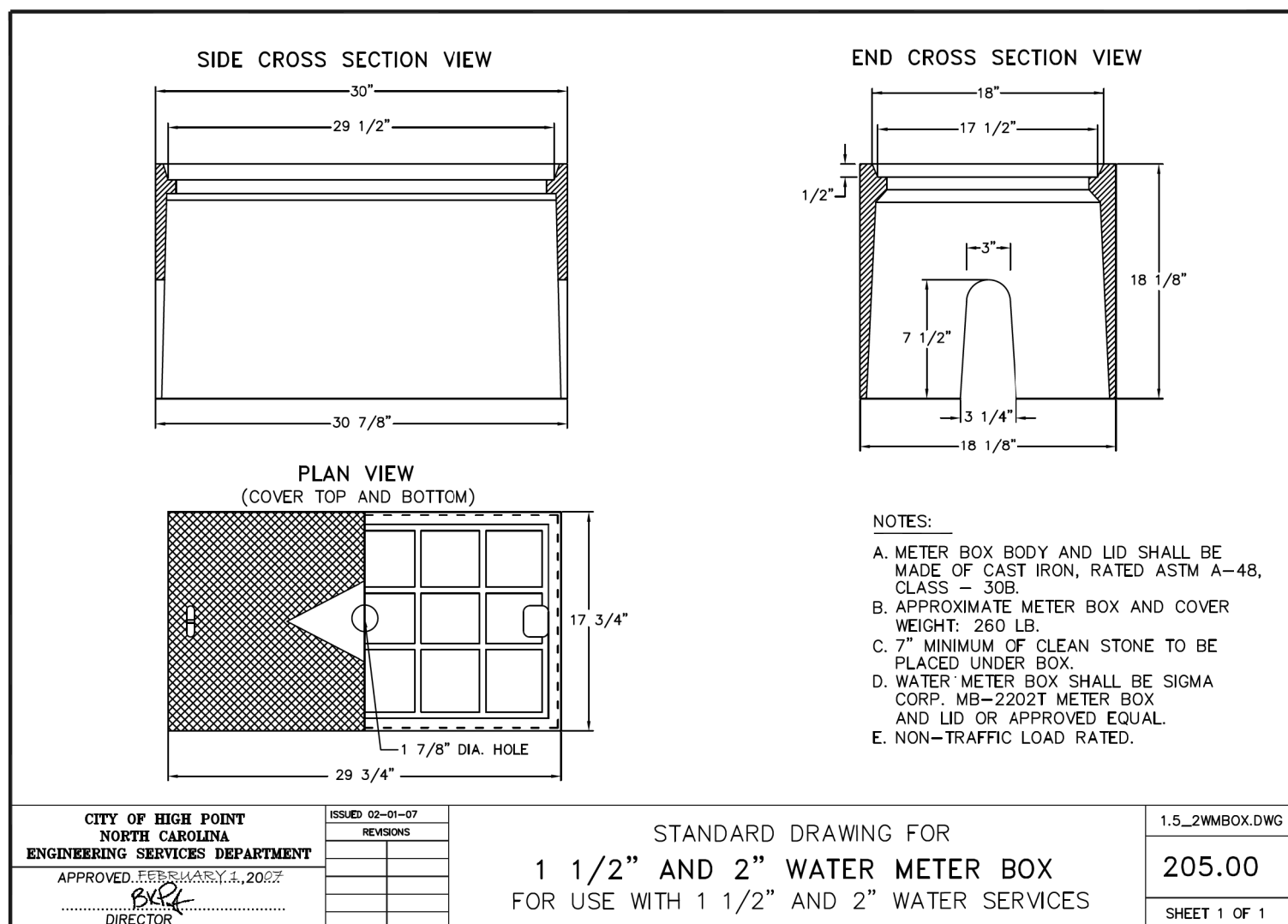
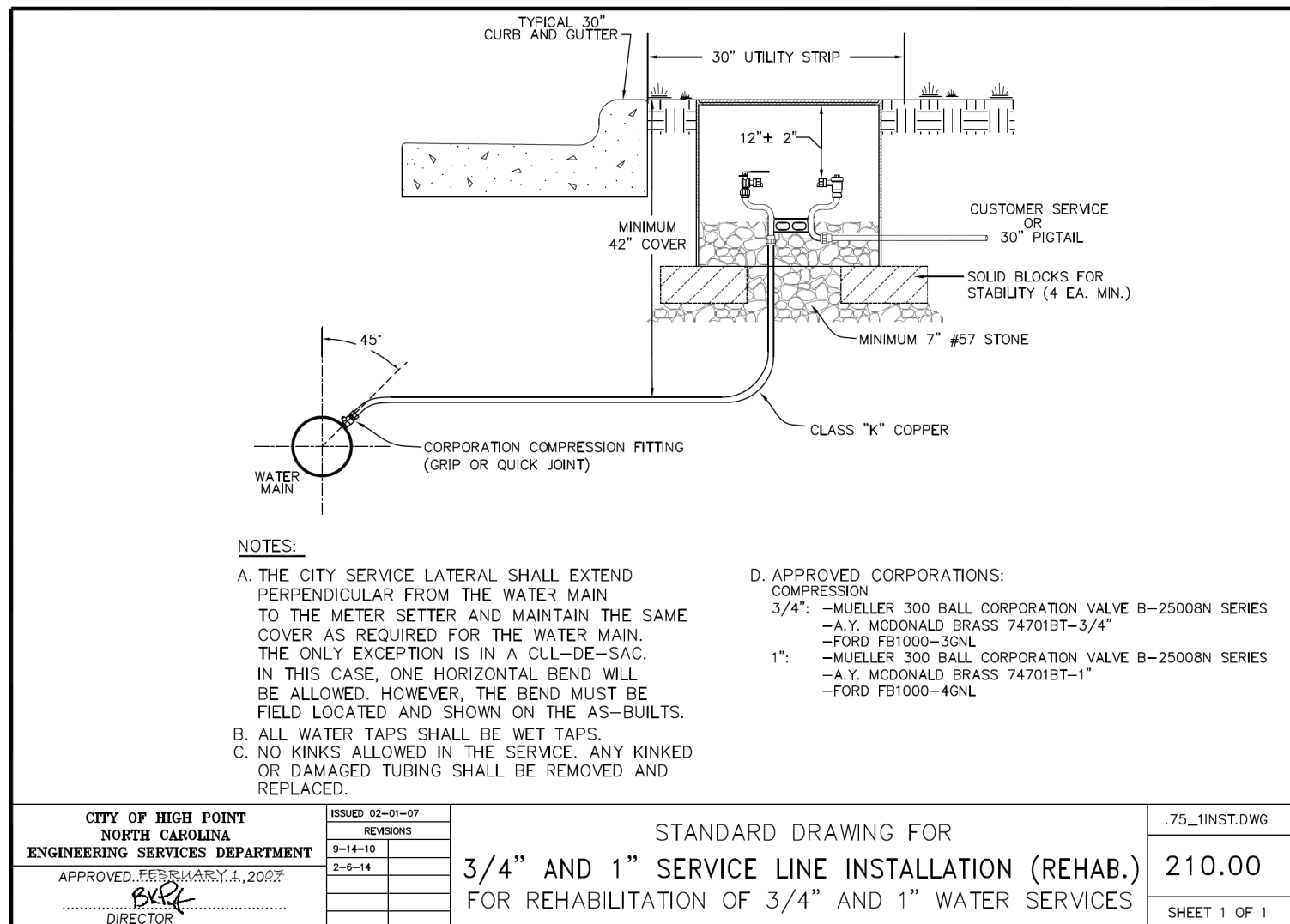
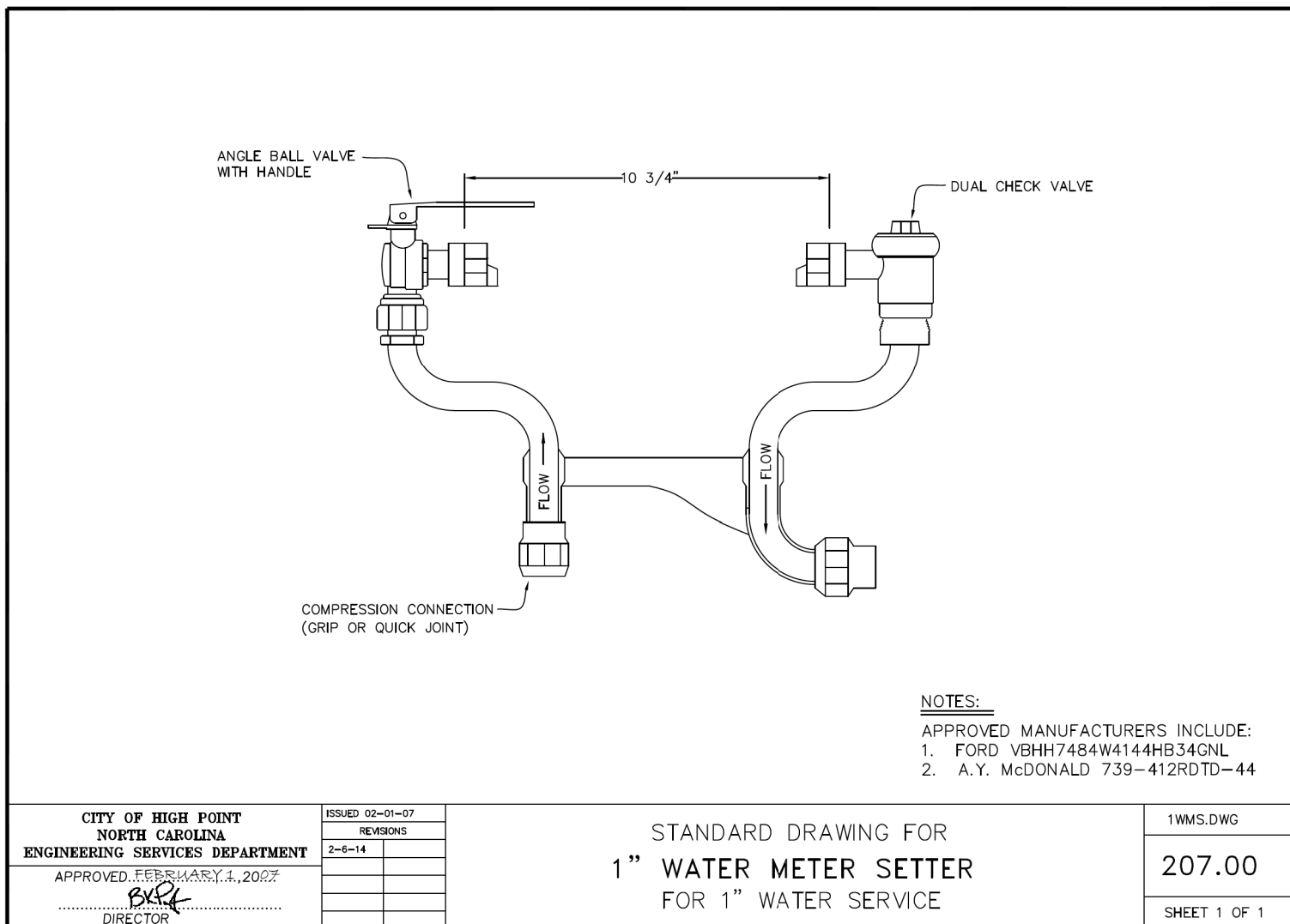
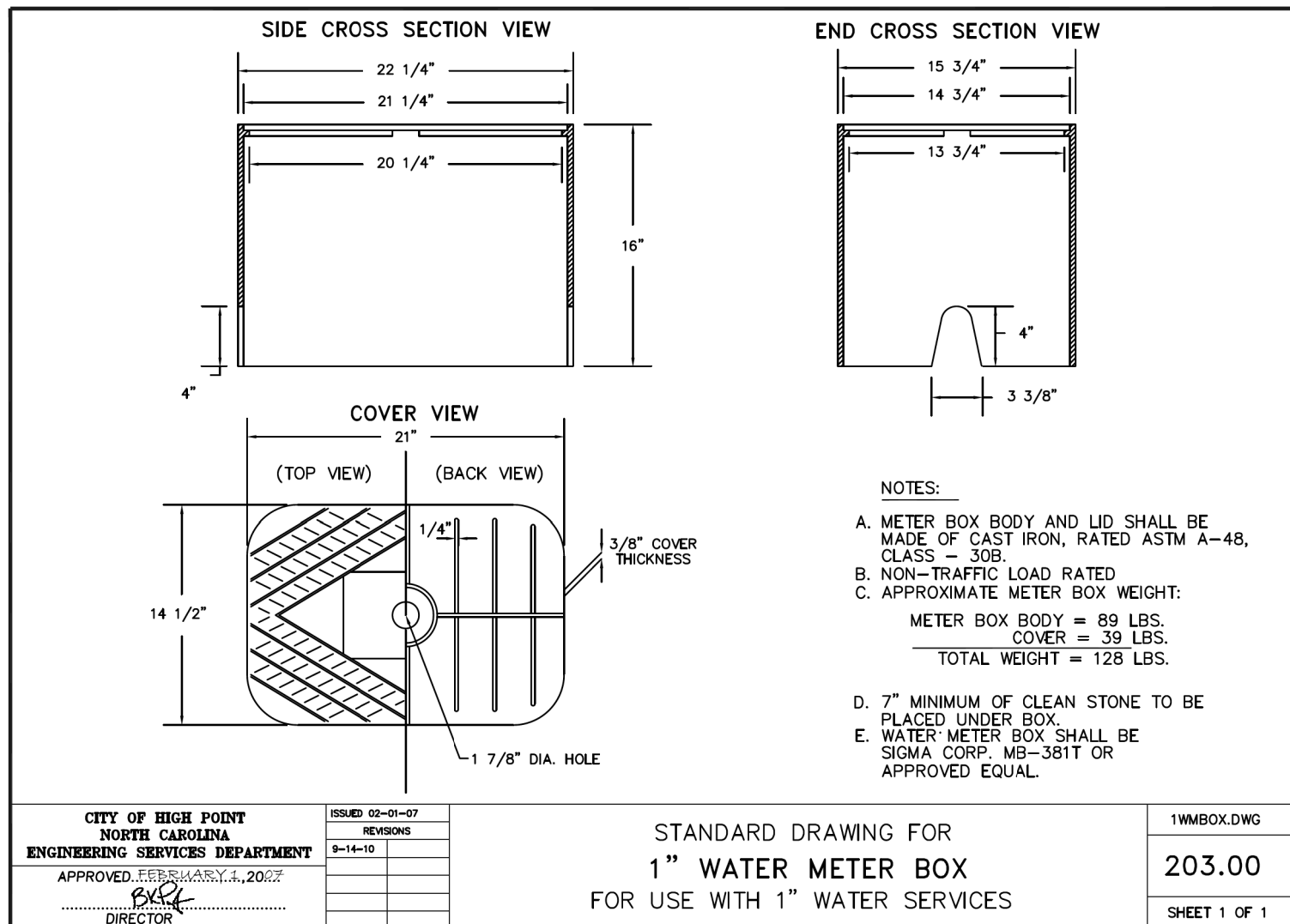
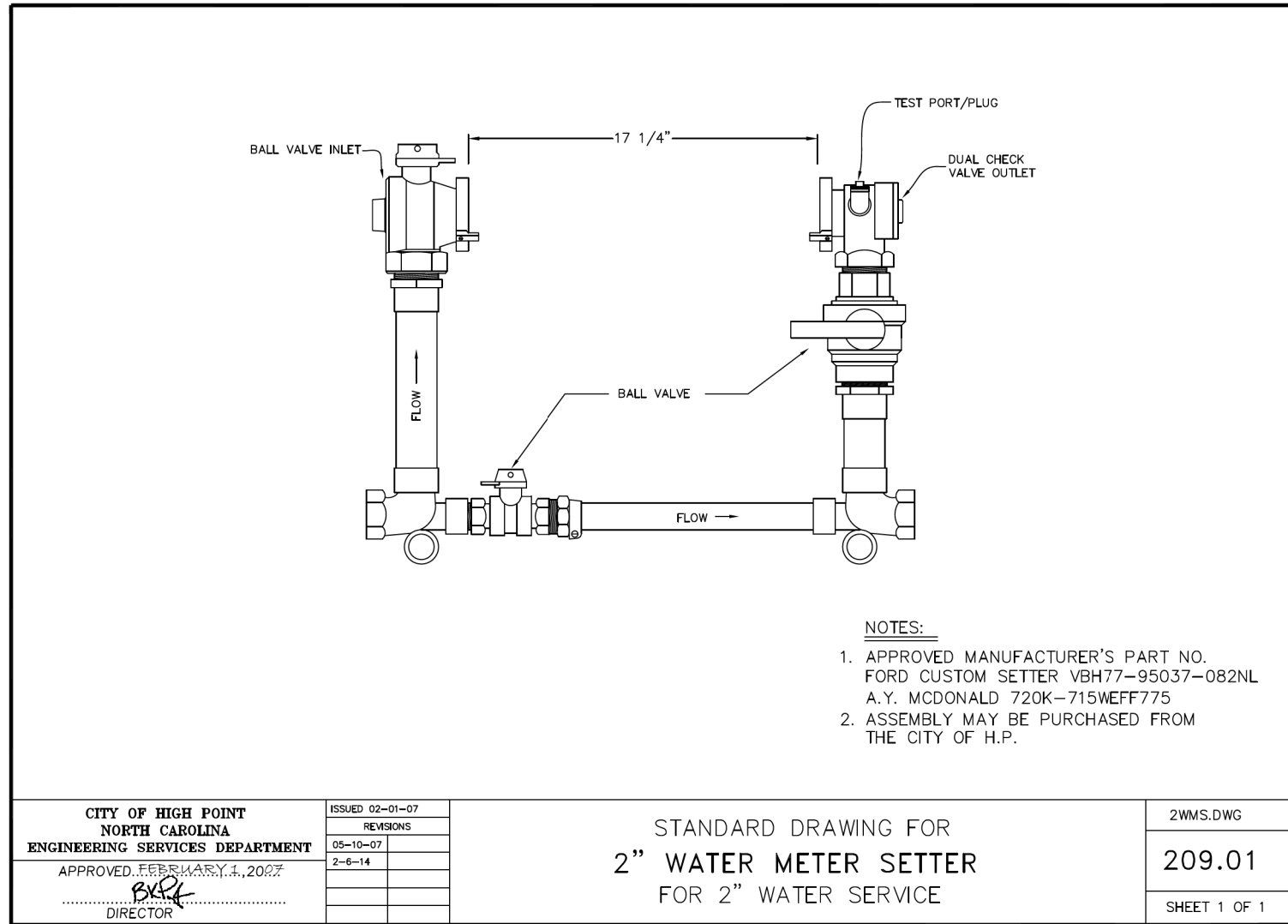
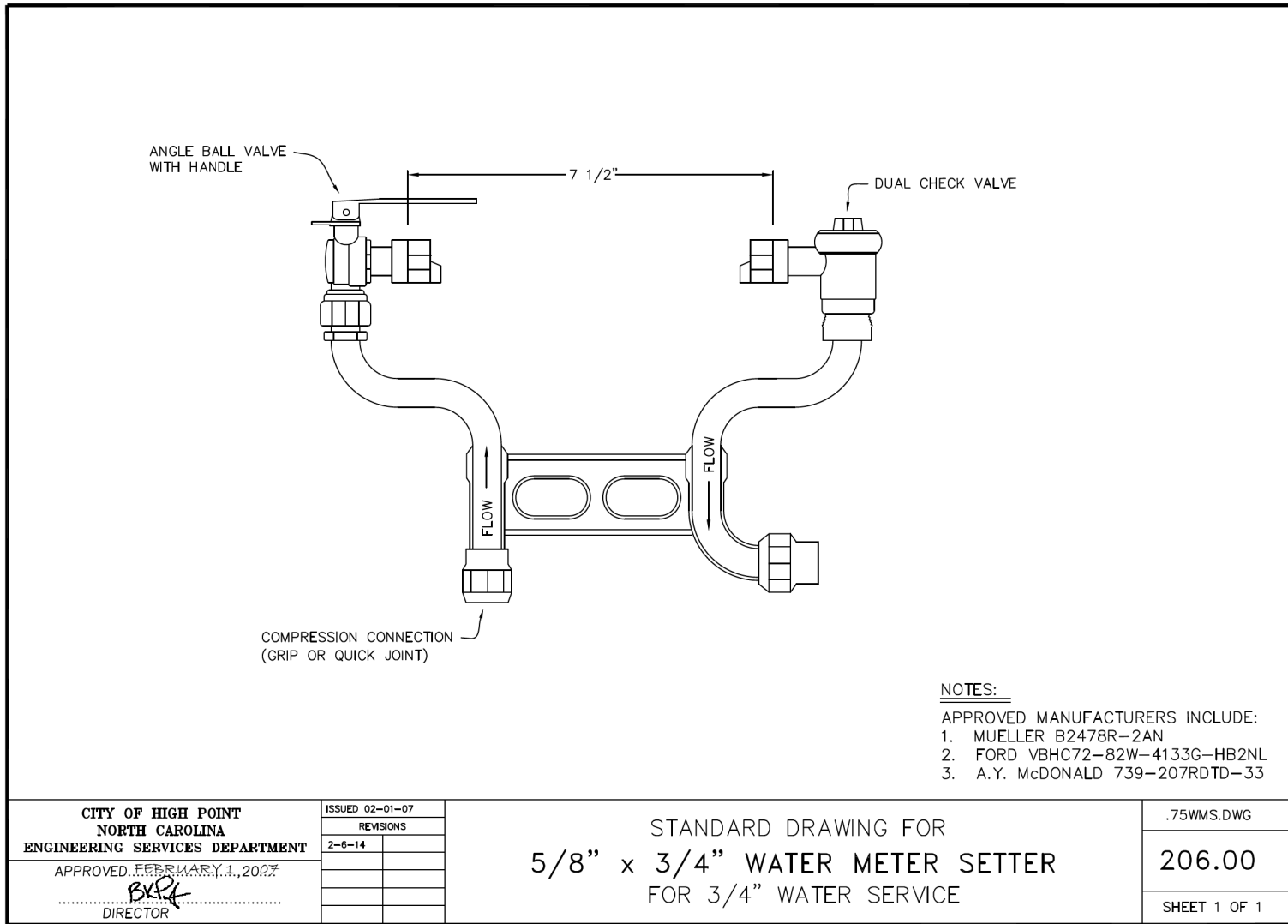
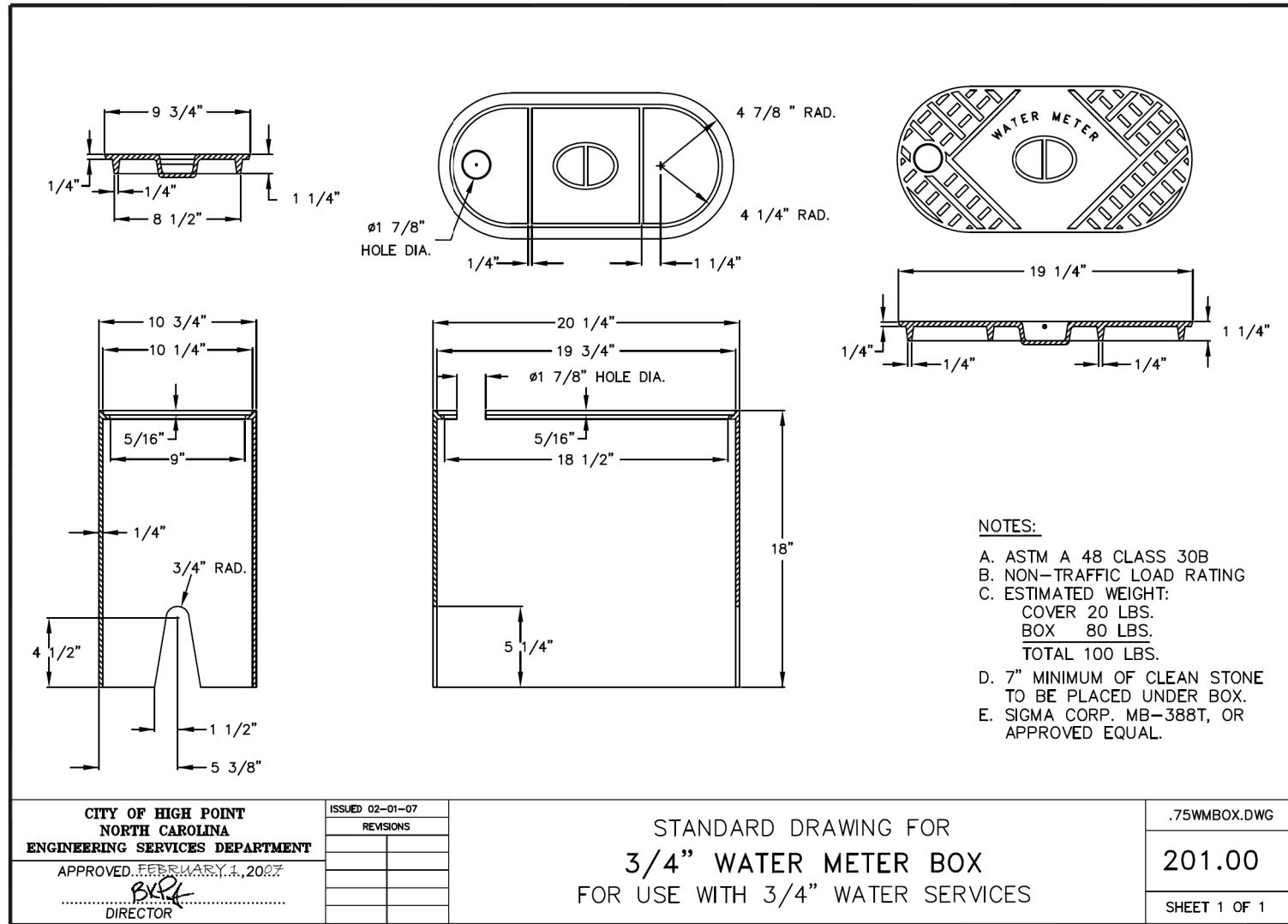
UTILITY CONSTRUCTION

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS

PROJECT TYPICAL DETAILS



PROJECT REFERENCE NO. U-5896
SHEET NO. UC-3A

DESIGNED BY: DMP
DRAWN BY: DMP
CHECKED BY: DMP
APPROVED BY: DMP
REVISED: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151

UTILITY CONSTRUCTION PLANS ONLY

PRELIMINARY PLANS
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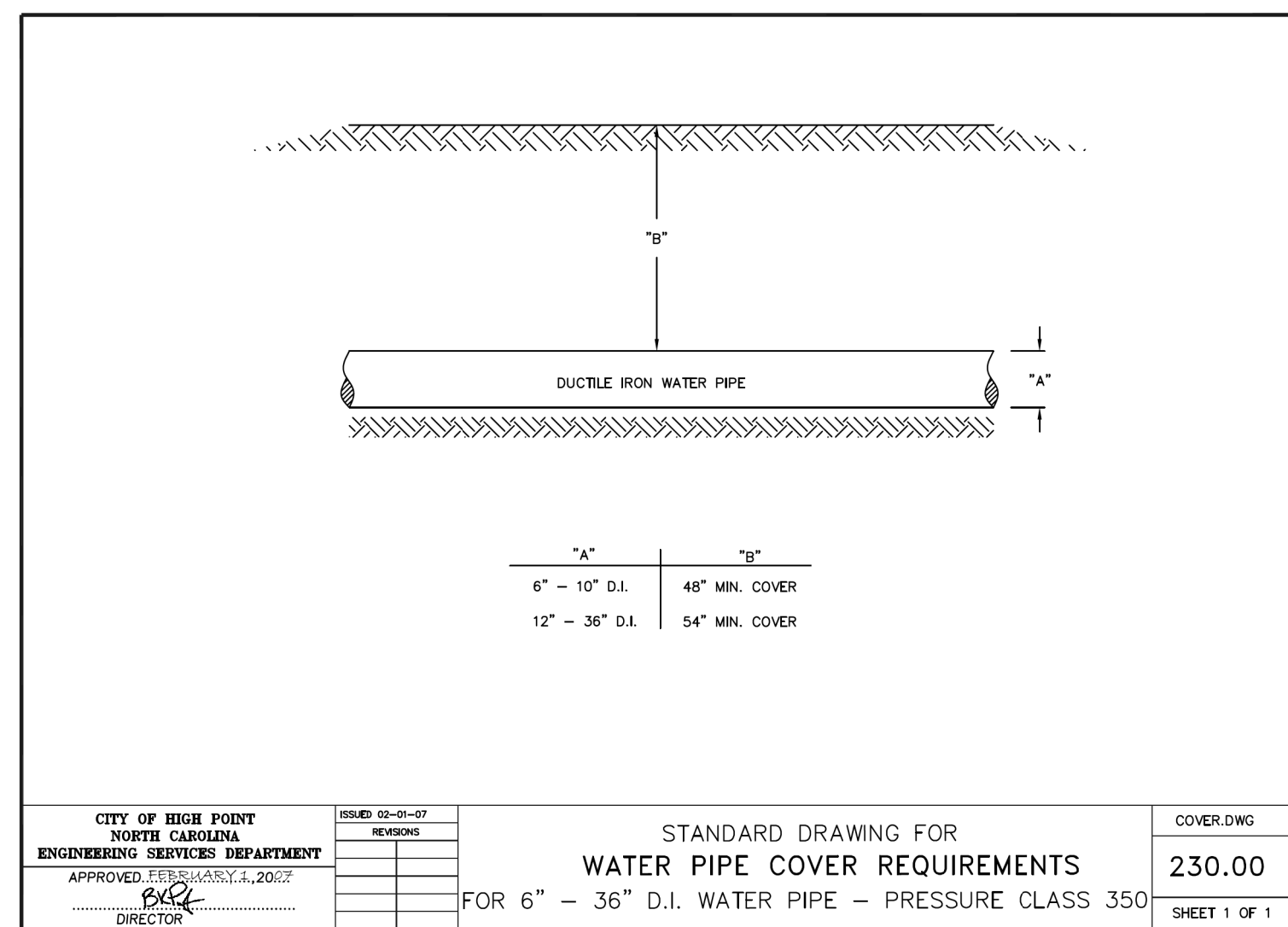
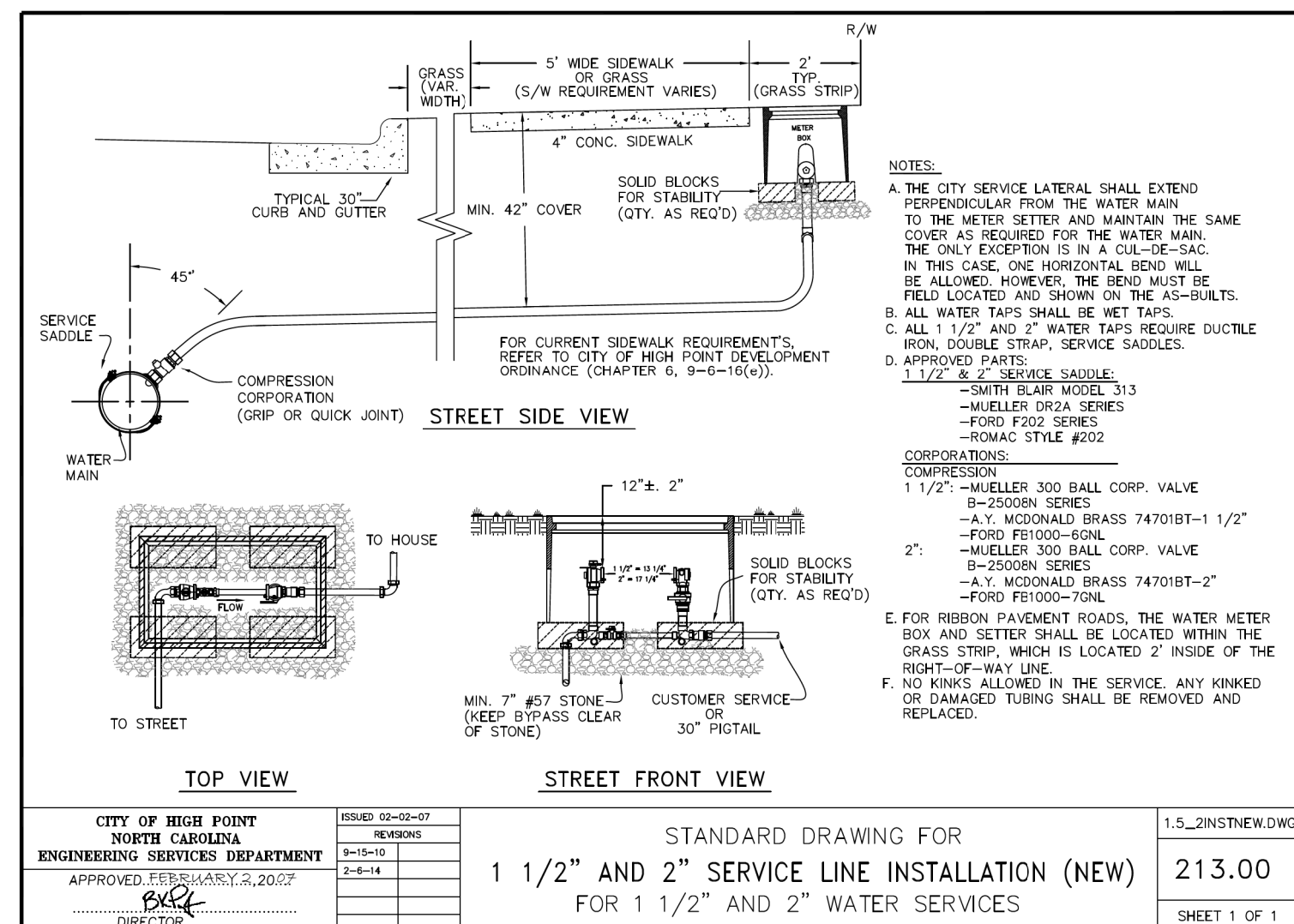
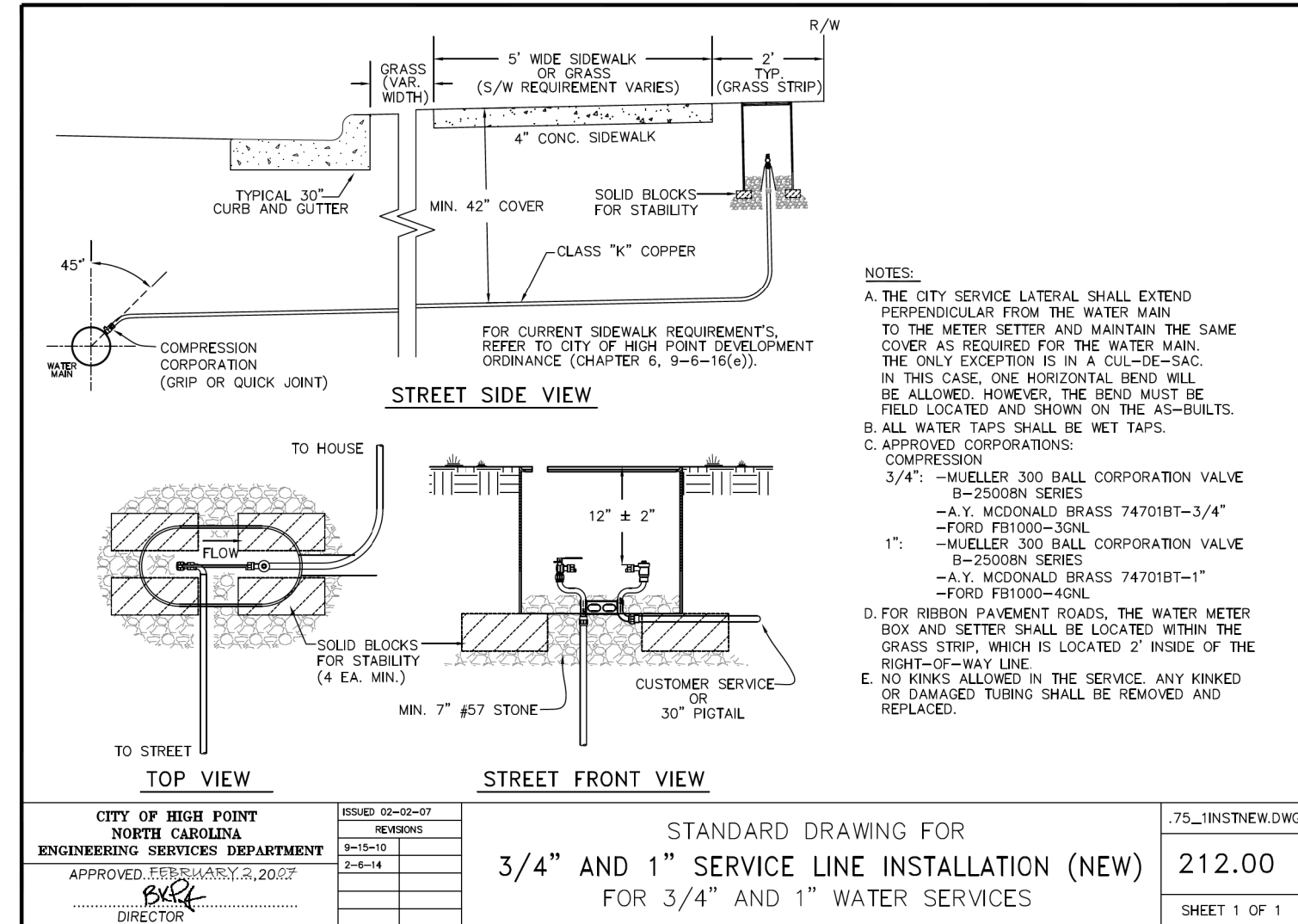
UTILITY AGREEMENT PLANS

UTILITY CONSTRUCTION

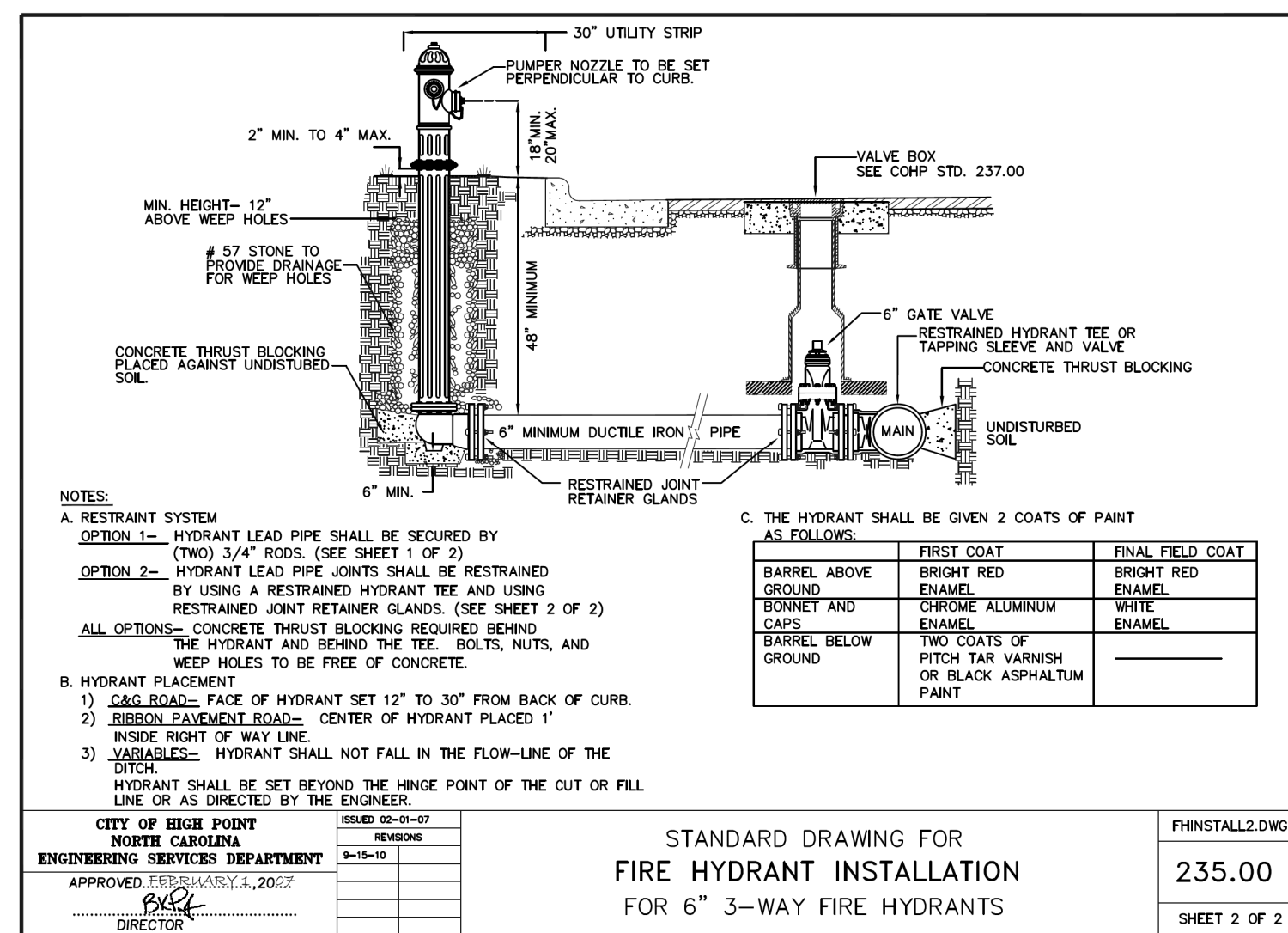
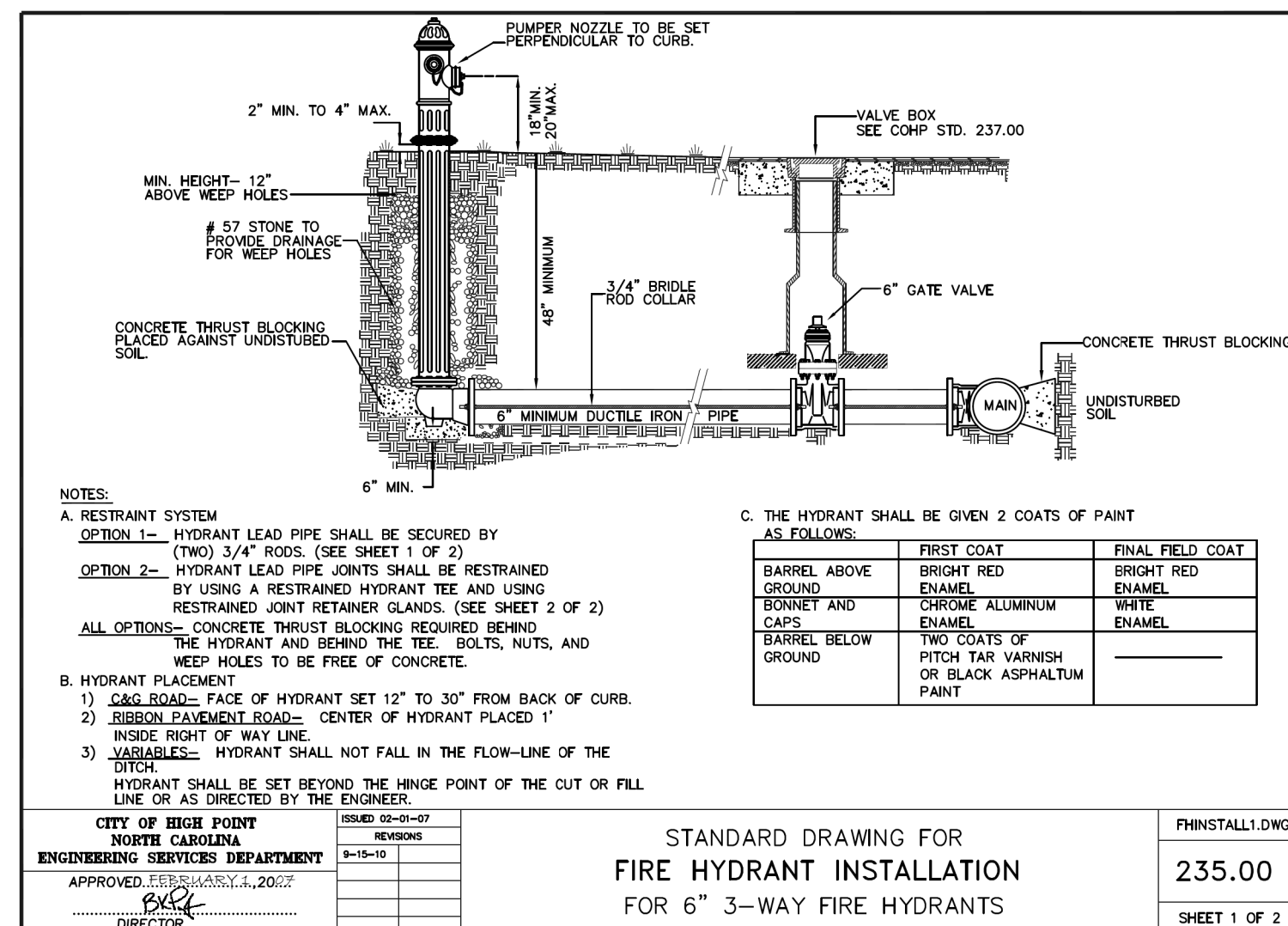
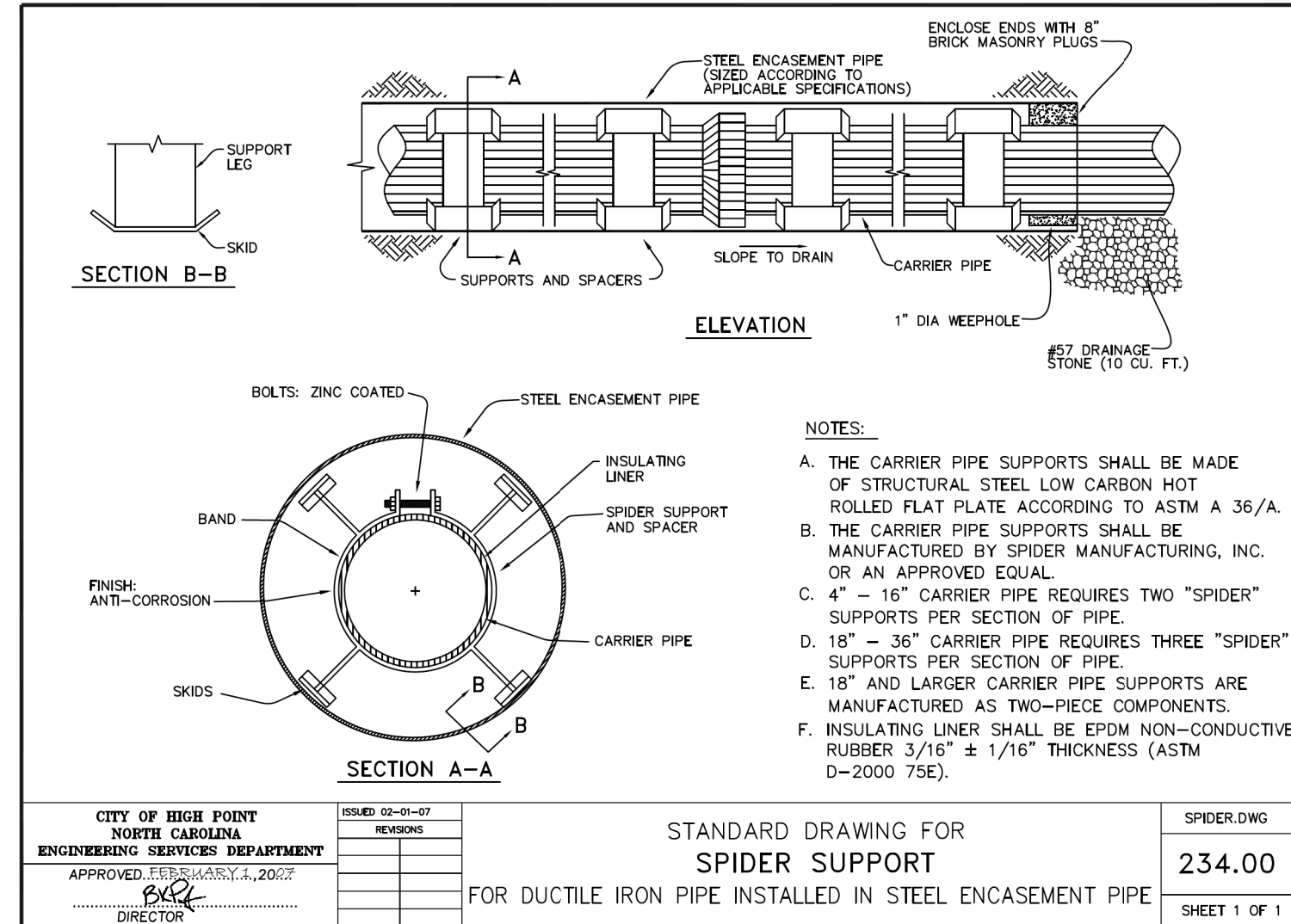
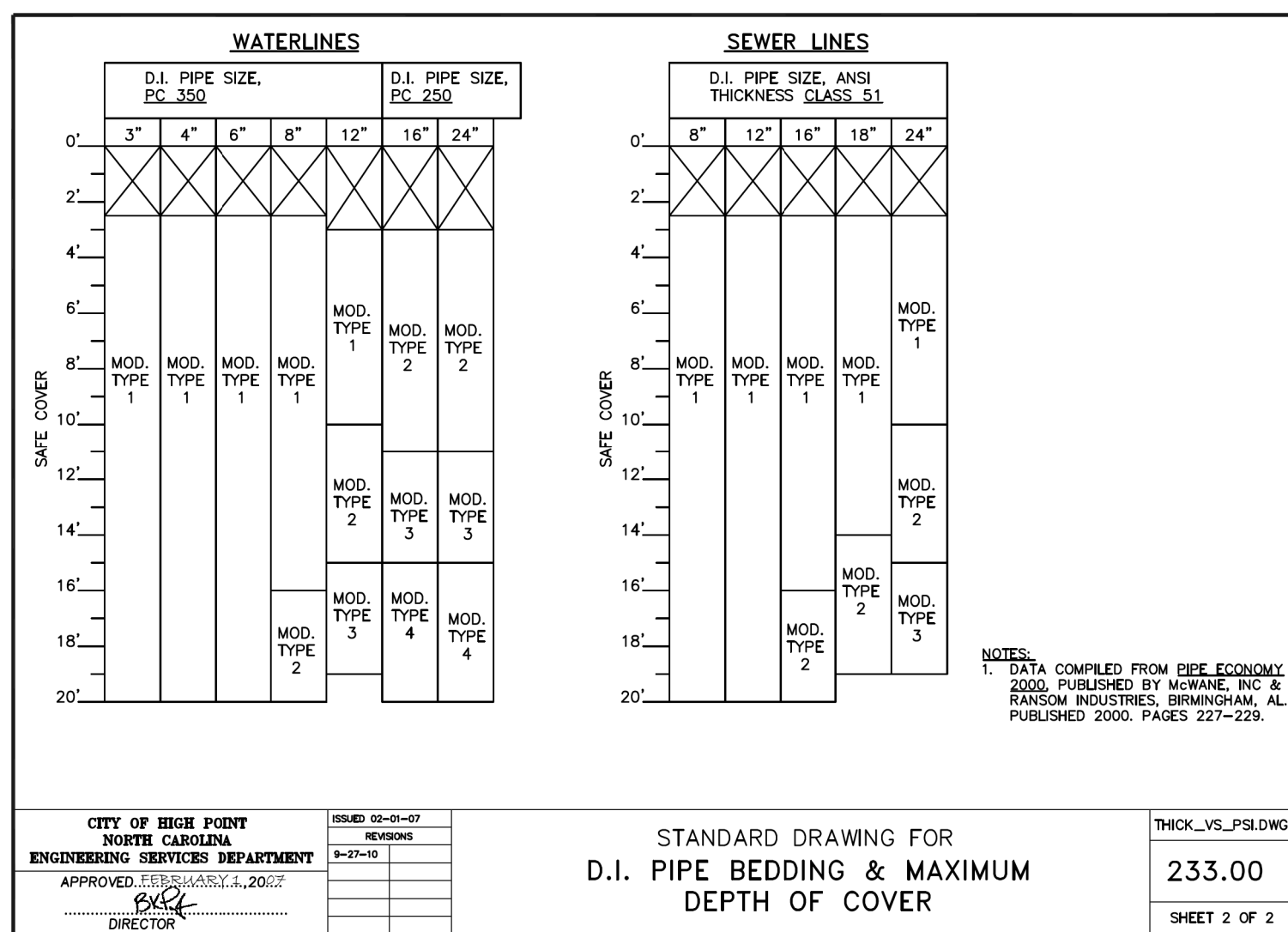
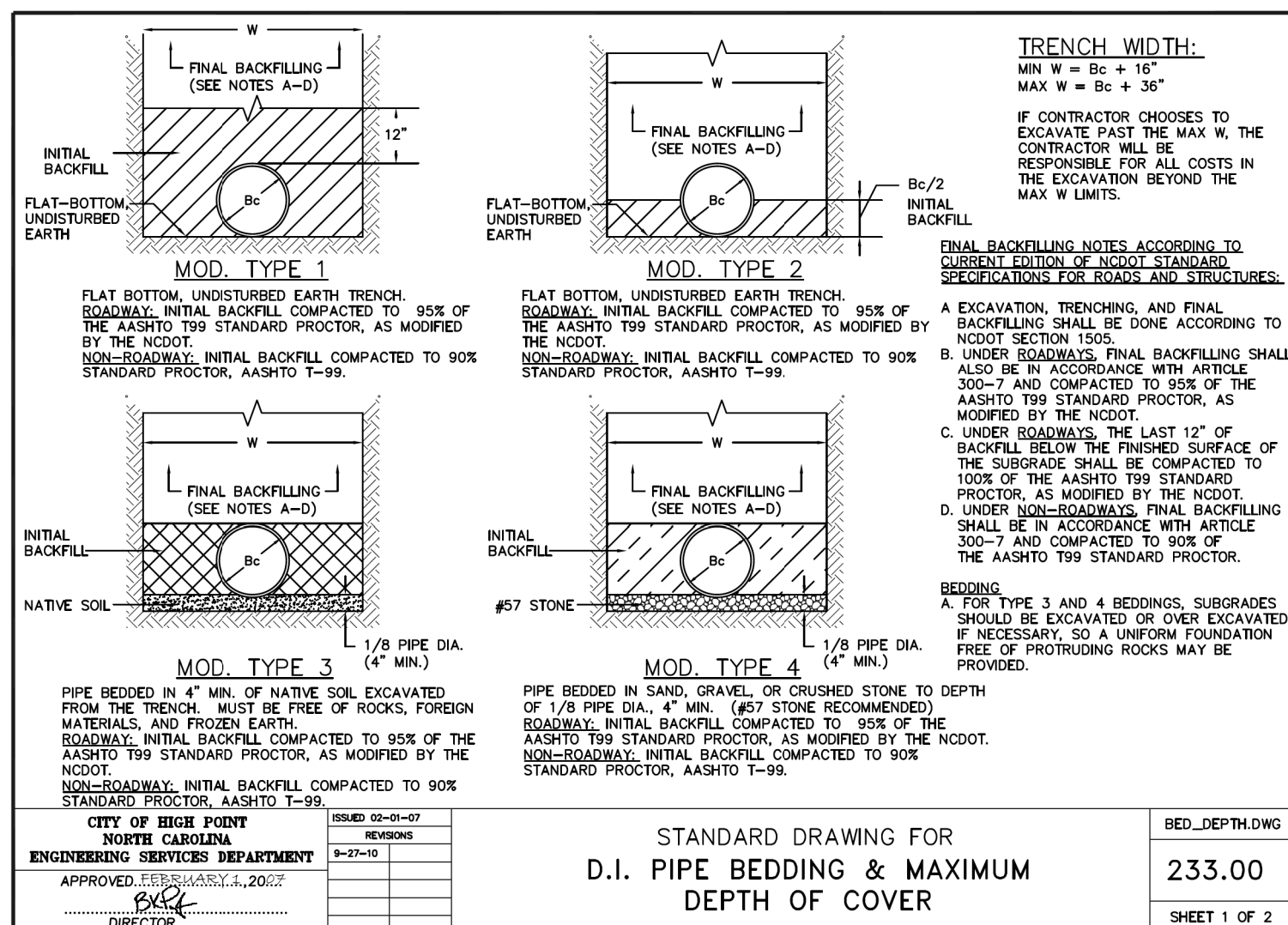
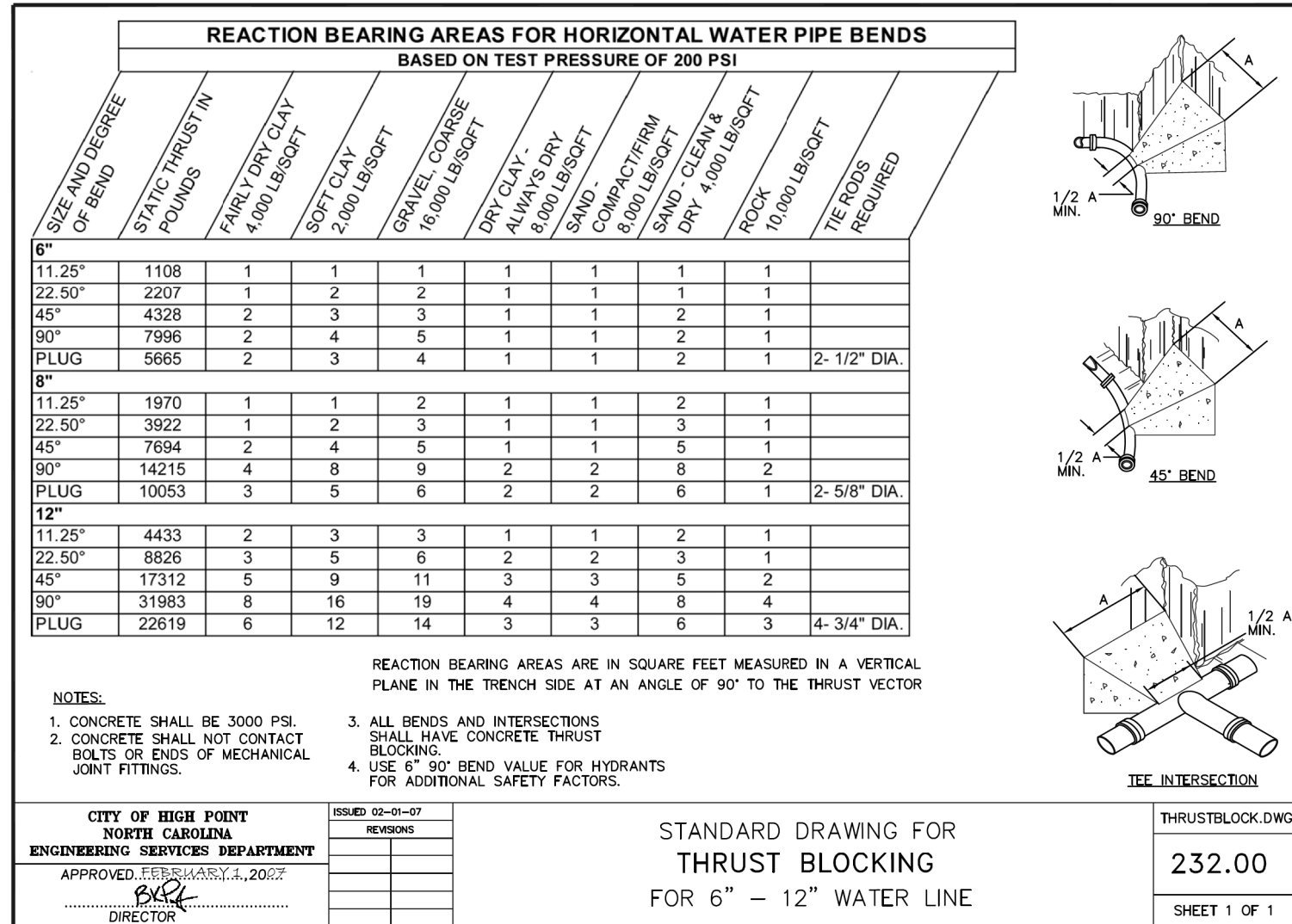
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UNLESS ALL SIGNATURES COMPLETED

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS



PROJECT TYPICAL DETAILS



PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-3B
DESIGNED BY: DMP	
DRAWN BY: DMP	
CHECKED BY: DMP	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	



UTILITY CONSTRUCTION

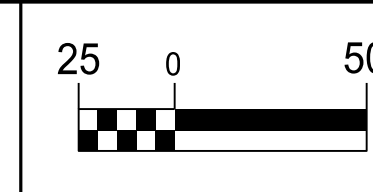
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DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS

UTILITY AGREEMENT PLANS



THIS SHEET IS FOR INFORMATIONAL
PURPOSES ONLY. NO WATER OR
SEWER CONFLICTS ARE ANTICIPATED
ON THIS SHEET.



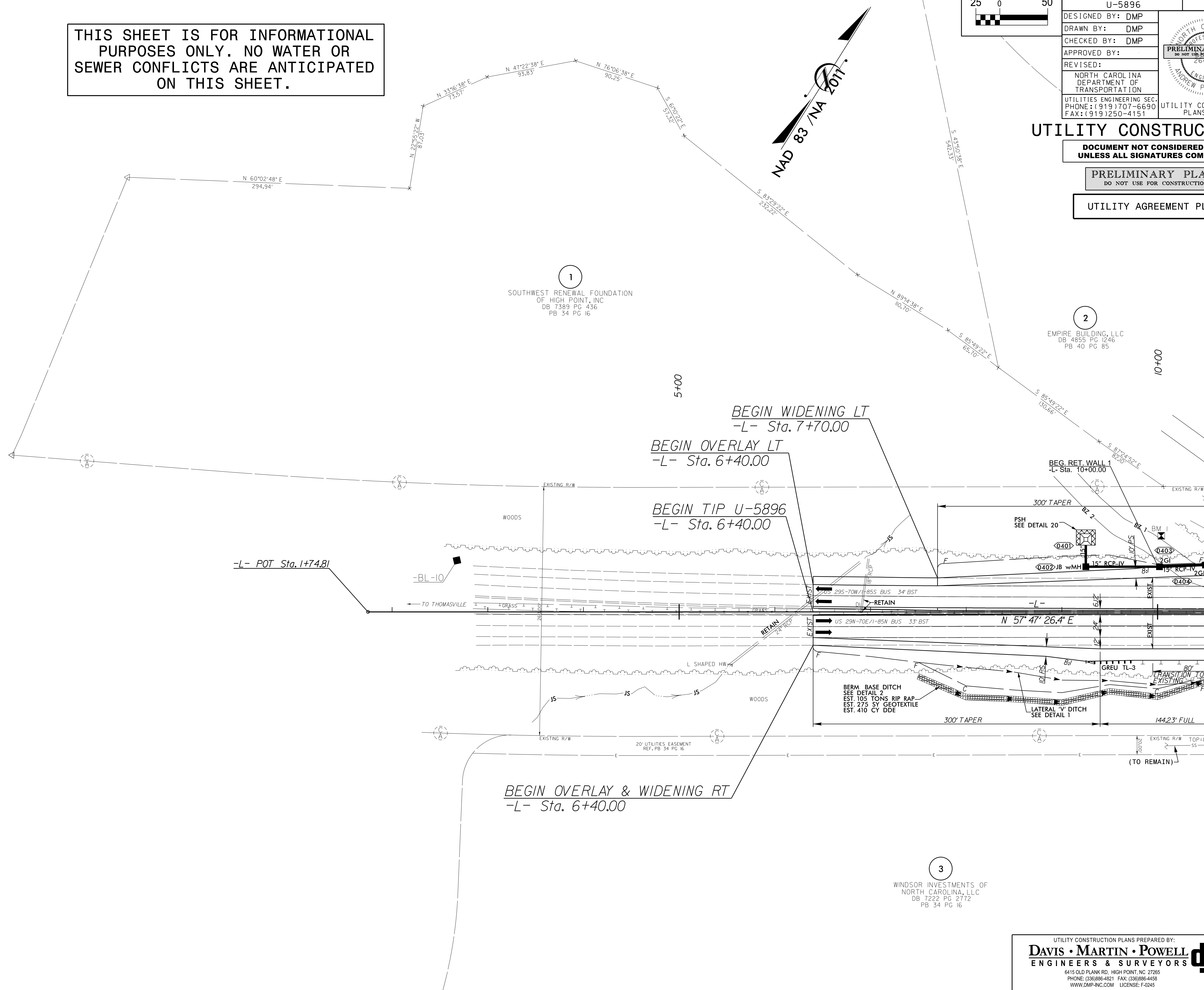
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U-5896		UC-4	
DESIGNED BY: DMP			
DRAWN BY: DMP			
CHECKED BY: DMP			
APPROVED BY:			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	

UTILITY CONSTRUCTION

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PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS



MATCHLINE -L- STA 10+50.00
SEE SHEET UC-5A

REVISIONS

5/14/99

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UTILITY CONSTRUCTION PLANS PREPARED BY:

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

6415 OLD PLANK RD., HIGH POINT, NC 27285
PHONE: (336)886-4821 FAX: (336)886-4458
WWW.DMP-INC.COM LICENSE: F-0245

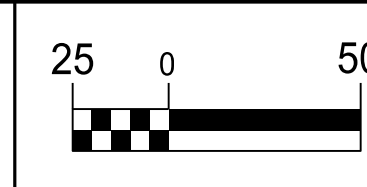
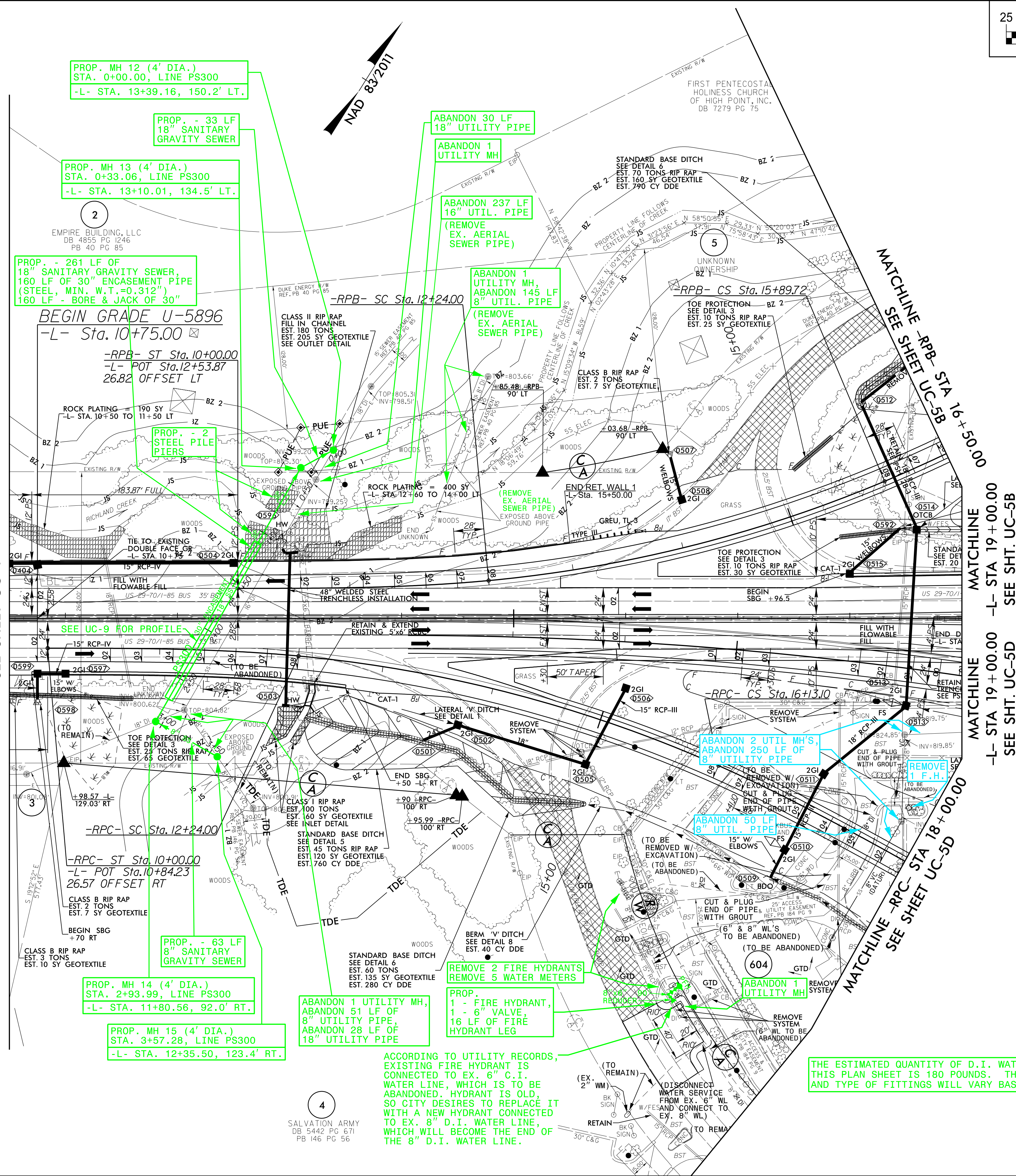
dmp

5/14/99

REVISIONS

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T:\Files\UC-5896\Engineering\UC-Proj\U-5896-ut-rdy5-UC056.dgn

MATCHLINE -L- STA 10+50.00
SEE SHEET UC-4



UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS

PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-5A
DESIGNED BY: DMP	PROFESSIONAL SEAL NORTH CAROLINA ENGINEER ANDREW P. LARRY 26457
DRAWN BY: DMP	
CHECKED BY: DMP	
APPROVED BY:	
REVISED:	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	

THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON
THIS PLAN SHEET IS 180 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

ACCORDING TO UTILITY RECORDS,
EXISTING FIRE HYDRANT IS
CONNECTED TO EX. 6" C.I.
WATER LINE, WHICH IS TO BE
ABANDONED. HYDRANT IS OLD,
SO CITY DESIRES TO REPLACE IT
WITH A NEW HYDRANT CONNECTED
TO EX. 8" D.I. WATER LINE,
WHICH WILL BECOME THE END OF
THE 8" D.I. WATER LINE.

5/14/99

REVISIONS

Files: U:\5896\Engineering\UC\Proj\U-5896-ut.rdy5_UC05E.dgn
T:\5896\Engineering\UC\Proj\U-5896-ut.rdy5_UC05E.dgn
5/14/99

NOTE:
THE TWO EXISTING 8" V.C. SANITARY GRAVITY SEWER LINES UNDER THE PAVEMENT OF S. MAIN ST. (-Y-) ARE TO BE ABANDONED AS NOTED. DUE TO LIMITED SPACE, EACH MANHOLE AND PIPE SECTION TO BE ABANDONED ARE NOT LABELED WITH PAY ITEM NOTES. ESTIMATED QUANTITIES OF PIPE AND MANHOLES TO BE ABANDONED, WHICH ARE NOT LABELED WITH PAY ITEM NOTES INCLUDE THE FOLLOWING:

ABANDON 946 LF
8" UTILITY PIPE

ABANDON 1
UTILITY MH

STANDARD 'V' DITCH
SEE DETAIL 9
EST. 305 CY DDE

STANDARD BASE DITCH
SEE DETAIL 12
EST. 110 TONS RIP RAP
EST. 195 SY GEOTEXTILE
EST. 1160 CY DDE

MATCHLINE
-L- STA 19+00.00
SEE SHT. UC-5A

BEGIN CONSTRUCTION
-Y- Sta.10+55.00

PROP. - 94 LF
12" SANITARY
GRAVITY SEWER
SEE UC-9
FOR PROFILE

LATERAL BASE DITCH
SEE DETAIL 10
EST. 165 TONS RIP RAP
EST. 145 SY GEOTEXTILE
EST. 390 CY DDE

-RPB- POT Sta.21+37.77
-Y- POC Sta.13+53.84

-RPB- PT Sta.20+06.74

CLASS B RIP RAP
EST. 2 TONS
EST. 7 SY GEOTEXTILE

STANDARD 'V' DITCH
SEE DETAIL 9
EST. 305 CY DDE

STANDARD BASE DITCH
SEE DETAIL 12
EST. 110 TONS RIP RAP
EST. 195 SY GEOTEXTILE
EST. 1160 CY DDE

MATCHLINE -RPB- STA 16+500.00
SEE SHT. UC-5A

REMOVE 1
WATER METER

ABANDON 1
UTILITY MH,
ABANDON 218 LF
8" UTIL. PIPE

PROP. - 67 LF
12" SANITARY
GRAVITY SEWER

ABANDON 1
UTILITY MH

PROP. - 123 LF
12" SANITARY
GRAVITY SEWER,
65 LF OF 24"
ENCASEMENT PIPE

PROP. - 122 LF
12" SANITARY
GRAV. SEWER

PROP. - 83 LF
12" SANITARY
GRAVITY SEWER,
70 LF OF 24"
ENCASEMENT PIPE

PROP. - 122 LF
12" SANITARY
GRAV. SEWER

PROP. - 83 LF
12" SANITARY
GRAVITY SEWER,
70 LF OF 24"
ENCASEMENT PIPE

PROP. - 122 LF
12" SANITARY
GRAV. SEWER

PROP. - 83 LF
12" SANITARY
GRAVITY SEWER,
70 LF OF 24"
ENCASEMENT PIPE

PROP. - 122 LF
12" SANITARY
GRAV. SEWER

PROP. - 83 LF
12" SANITARY
GRAVITY SEWER,
70 LF OF 24"
ENCASEMENT PIPE

PROP. - 122 LF
12" SANITARY
GRAV. SEWER

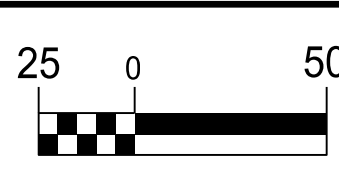
PROP. - 83 LF
12" SANITARY
GRAVITY SEWER,
70 LF OF 24"
ENCASEMENT PIPE

PROP. - 122 LF
12" SANITARY
GRAV. SEWER

MATCHLINE -Y- STA. 16+91.40
SEE SHEET NO. UC-5D

PROP. MH #	SEWER LINE STATION	DIA.	ROADWAY STATION AND OFFSET
EX. MH	0+00.00, PS100	(EX.)	-Y- STA. 11+16.00, 53.1' RT.
1	0+94.29, PS100	4'	-Y- STA. 12+10.92, 42.4' RT.
2	1+60.99, PS100	4'	-Y- STA. 12+71.00, 73.3' RT.
3	2+83.66, PS100	4'	-Y- STA. 13+96.20, 77.2' RT.
4	3+73.50, PS100	4'	-Y- STA. 14+82.48, 51.6' RT.
5	4+95.14, PS100	4'	-Y- STA. 16+03.99, 46.0' RT.

THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON THIS PLAN SHEET IS 2,425 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.



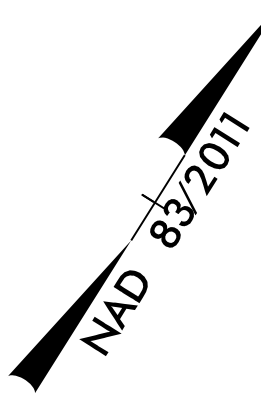
UTILITY CONSTRUCTION

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UNLESS ALL SIGNATURES COMPLETED

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS

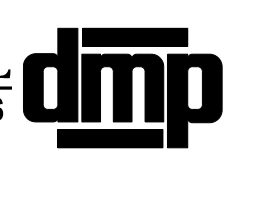
PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-5B
DESIGNED BY: DMP	
DRAWN BY: DMP	
CHECKED BY: DMP	
APPROVED BY:	
REVISED:	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
UTILITIES ENGINEERING SEC.	
PHONE: (919) 707-6690	
FAX: (919) 250-4151	UTILITY CONSTRUCTION PLANS ONLY



MATCHLINE -RPA- STA 17+75.00
SEE SHEET UC-5C

MATCHLINE
-L- STA 29+00.00
SEE SHT. UC-5C

UTILITY CONSTRUCTION PLANS PREPARED BY:
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS



6415 OLD PLANK RD., HIGH POINT, NC 27285
PHONE: (336) 886-4821 FAX: (336) 886-4458
WWW.DMP-INC.COM LICENSE: F-0245

5/14/99

\\F:\NOV-2021\0134 UC-5896\Engineering\UC-Proj\U-5896\ut_rdy5_UC050.dgn
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REVISIONS

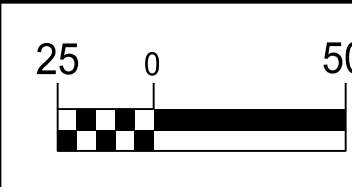
MATCHLINE
-L- STA
29+00.00
SEE SHT.
UC-5D

MATCHLINE
-L- STA
29+00.00
SEE SHT.
UC-5B

MATCHLINE
-RPA- STA 17+75.00
SEE SHEET UC-5B

MATCHLINE
-RPD- STA 20+25.00
SEE SHEET UC-5D

MATCHLINE -L- STA 39+00.00
SEE SHEET UC-6



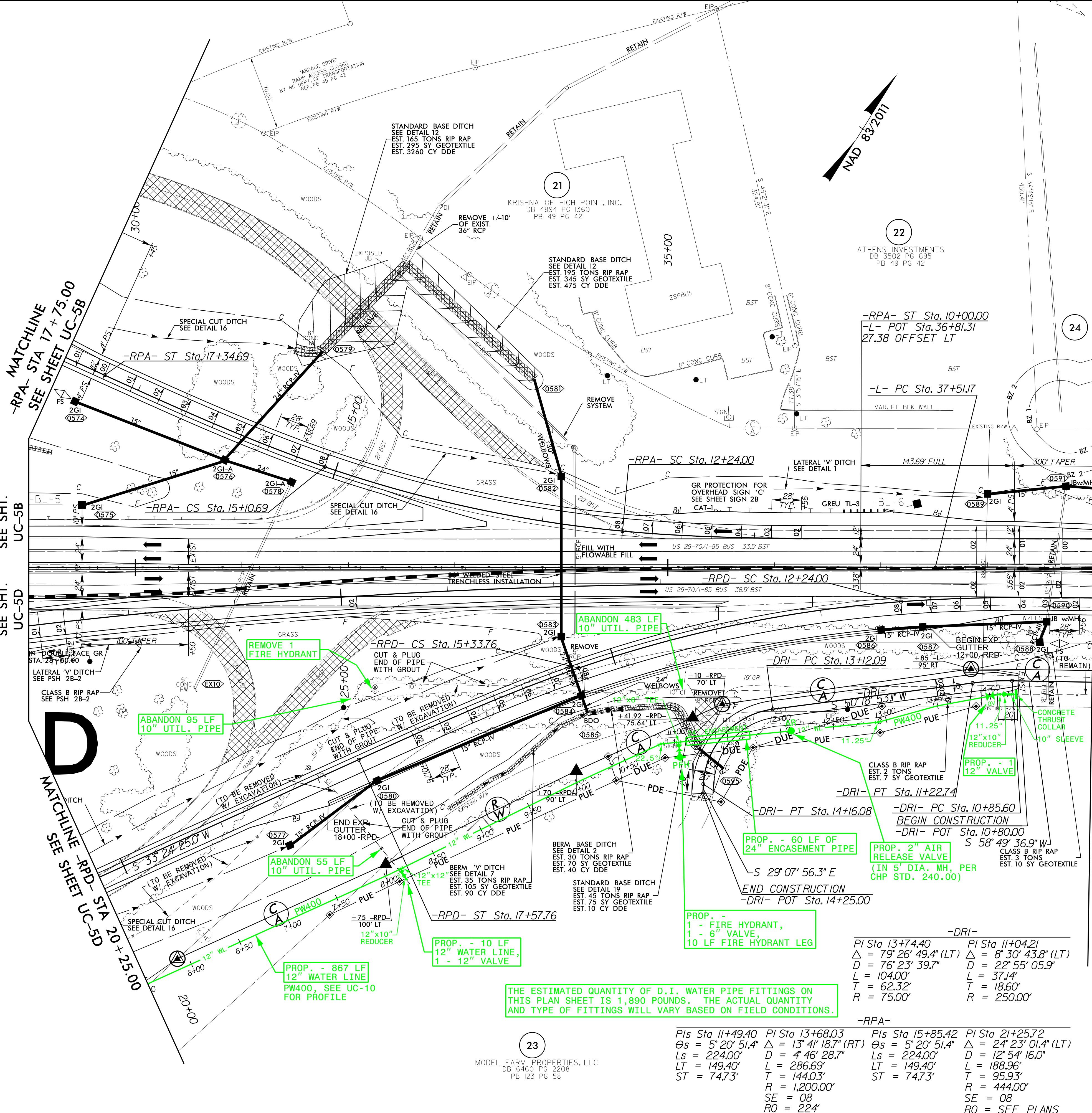
UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS

PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-5C
DESIGNED BY: DMP	PROFESSIONAL ENGINEER NORTH CAROLINA 26457 ANDREW P. LARRYCK
DRAWN BY: DMP	
CHECKED BY: DMP	
APPROVED BY:	
REVISED:	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
UTILITIES ENGINEERING SEC.	
PHONE: (919) 707-6690	
FAX: (919) 250-4151	UTILITY CONSTRUCTION PLANS ONLY



THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON
THIS PLAN SHEET IS 1,890 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

-DRI-	
PI Sta 13+74.40	PI Sta 11+04.21
$\Delta = 79' 26' 49.4" (LT)$	$\Delta = 8' 30' 43.8" (LT)$
$D = 76' 23' 39.7"$	$D = 22' 55' 05.9"$
$L = 104.00'$	$L = 37.14'$
$T = 62.32'$	$T = 18.60'$
$R = 75.00'$	$R = 250.00'$

-RPA-	
PIs Sta 11+49.40	PIs Sta 15+85.42
$\Delta = 5' 20' 51.4"$	$\Delta = 5' 20' 51.4"$
$Ls = 224.00'$	$Ls = 224.00'$
$D = 4' 46' 28.7"$	$D = 12' 54' 16.0"$
$L = 149.40'$	$LT = 188.96'$
$T = 144.03'$	$T = 95.93'$
$R = 1,200.00'$	$R = 444.00'$
$SE = 08$	$SE = 08$
$RO = 224'$	$RO = SEE PLANS$

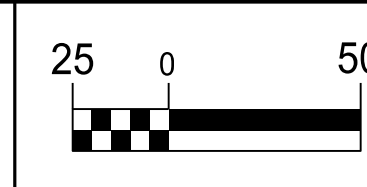
23
MODEL FARM PROPERTIES, LLC
DB 6460 PG 2208
PB 123 PG 58

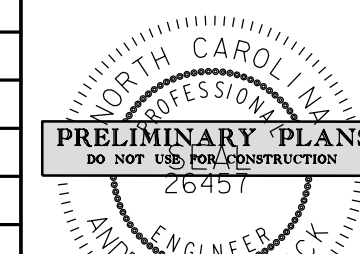
UTILITY CONSTRUCTION PLANS PREPARED BY:
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD., HIGH POINT, NC 27265
PHONE: (336) 886-4821 FAX: (336) 886-4458
WWW.DMP-INC.COM LICENSE: F-0245



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5/14/99



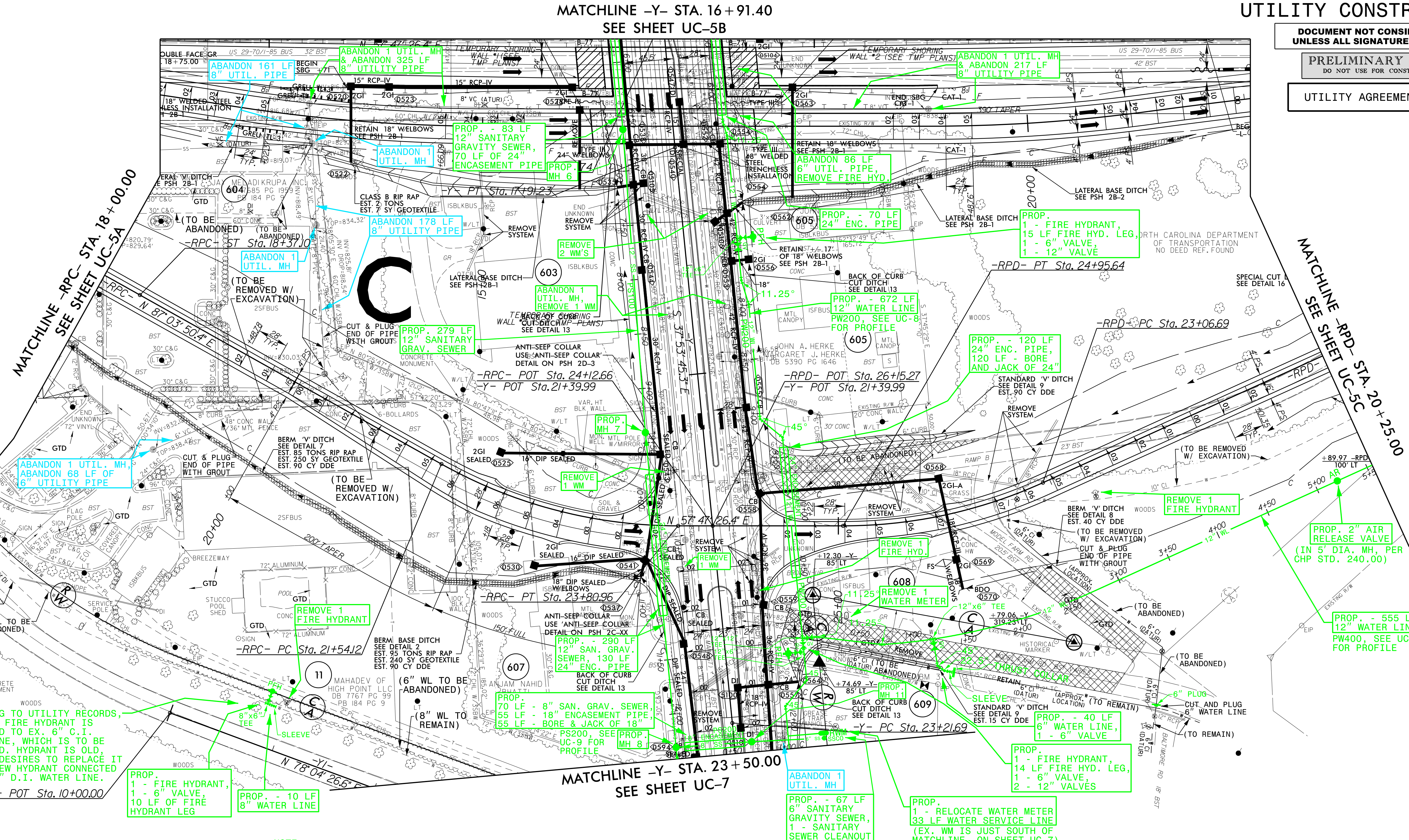
PROJECT REFERENCE NO.		SHEET NO.
U-5896		UC-5D
DESIGNED BY: DMP		UTILITY CONSTRUCTION PLANS ONLY
DRAWN BY: DMP		
CHECKED BY: DMP		
APPROVED BY:		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		

UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
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PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS



ACCORDING TO UTILITY RECORDS,
EXISTING FIRE HYDRANT IS
CONNECTED TO EX. 6" C.I.
WATER LINE, WHICH IS TO BE
ABANDONED. HYDRANT IS OLD,
SO CITY DESIRES TO REPLACE IT
WITH A NEW HYDRANT CONNECTED
TO EX. 8" D.I. WATER LINE.

NOTE:
THE TWO EXISTING 8" V.C. SANITARY
GRAVITY SEWER LINES UNDER THE PAVEMENT
OF S. MAIN ST. (-Y-) ARE TO BE ABANDONED
AS NOTED. DUE TO LIMITED SPACE, EACH
MANHOLE AND PIPE SECTION TO BE ABANDONED
ARE NOT LABELED WITH PAY ITEM NOTES.
ESTIMATED QUANTITIES OF PIPE AND MANHOLES
TO BE ABANDONED, WHICH ARE NOT LABELED
WITH PAY ITEM NOTES INCLUDE THE FOLLOWING:

ABANDON 1,342 LF
8" UTILITY PIPE,
ABANDON 7 UTILITY MH'S

PROP. MH #	SEWER LINE STATION	DIA.	ROADWAY STATION AND OFFSET
6	6+61.81, PS100	4"	-Y- STA. 17+70.21, 46.0' RT.
7	9+40.48, PS100	4"	-Y- STA. 20+48.68, 53.0' RT.
8	12+30.66, PS100	4"	-Y- STA. 23+39.19, 53.5' RT.
11	0+69.58, PS200	4"	-Y- STA. 23+39.19, 16.1' LT.

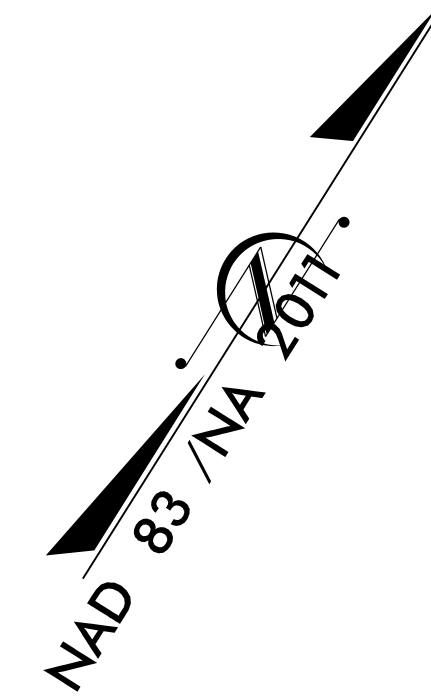
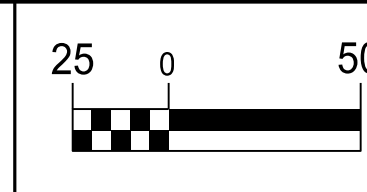
THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON
THIS PLAN SHEET IS 1,580 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

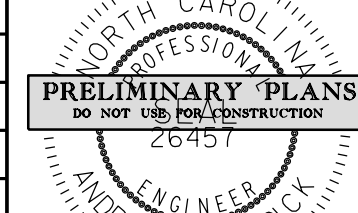
5/14/99

\\N052021\T40_1\Projects\Engineering\UC\Proj\U-5896_ut_rdy6_UC06.dgn

REVISIONS

THIS SHEET IS FOR INFORMATIONAL
PURPOSES ONLY. NO WATER OR
SEWER CONFLICTS ARE ANTICIPATED
ON THIS SHEET.



PROJECT REFERENCE NO.		SHEET NO.	
U-5896		UC-6	
DESIGNED BY: DMP			
DRAWN BY: DMP			
CHECKED BY: DMP			
APPROVED BY:			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			

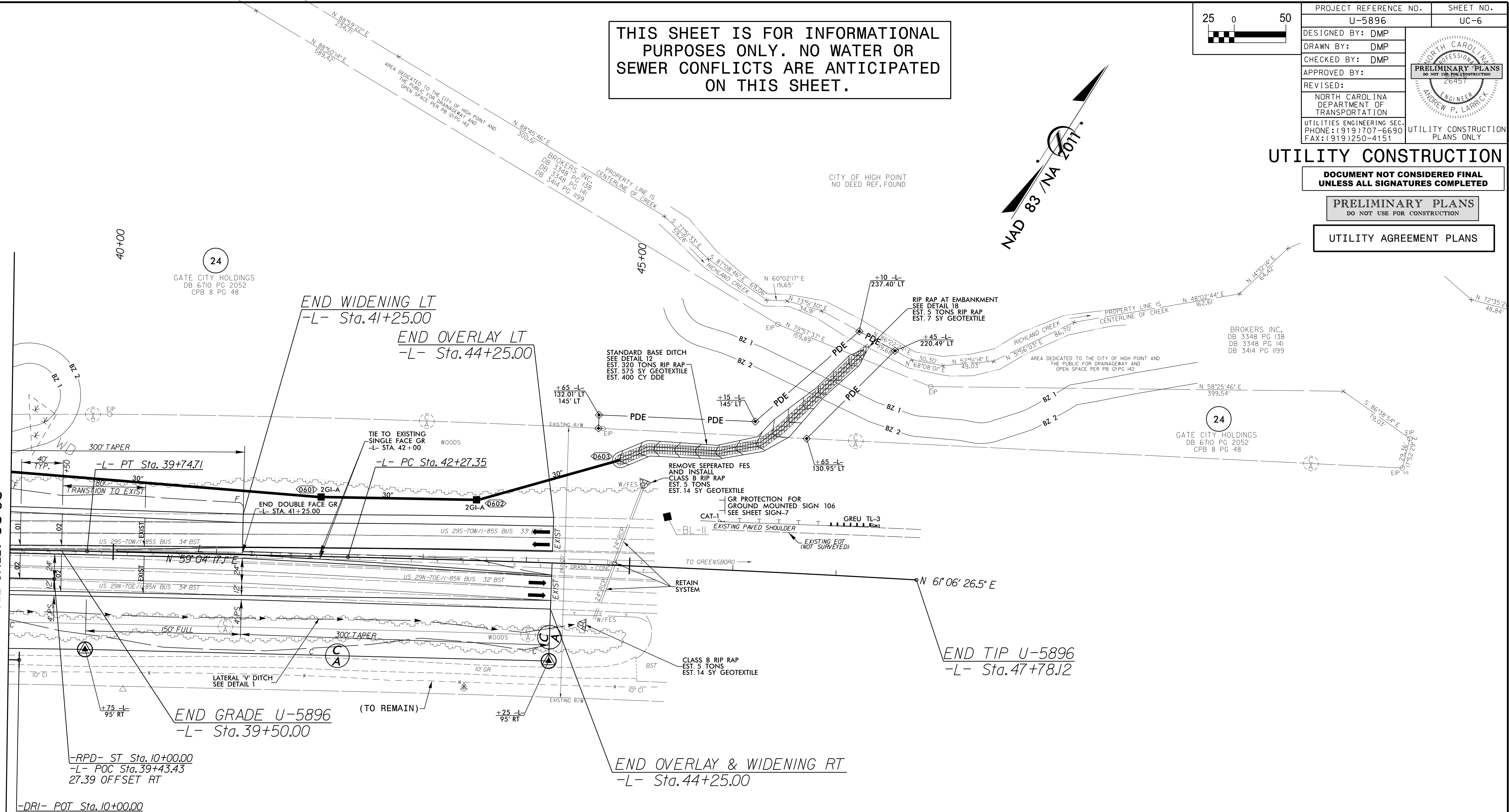
UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
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PRELIMINARY PLANS
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UTILITY AGREEMENT PLANS

MATCHLINE -L- STA 39+00.00
SEE SHEET UC-5C



23

MODEL FARM PROPERTIES, LLC
DB 6460 PG 2208
PB 123 PG 58

-L-
PI Sta 38+62.95
 $\Delta = 1' 16' 50.7''$ (RT)
D = 0' 34' 22.6"
L = 223.53'
T = 111.77'
R = 10,000.00'
SE = NC
RO = SEE PLANS
PI Sta 43+82.98
 $\Delta = 1' 09' 01.9''$ (RT)
D = 0' 22' 10.7"
L = 311.24'
T = 155.63'
R = 15,500.00'
SE = NC
RO = SEE PLANS

-RPD-
PIs Sta 11+49.40
 $\Delta = 5' 20' 51.4''$
Ls = 224.00'
LT = 149.40'
ST = 74.73'
PI Sta 13+79.75
 $\Delta = 14' 47' 24.1''$ (LT)
D = 4' 46' 28.7"
L = 309.76'
T = 155.75'
R = 1,200.00'
SE = 08
RO = 224'

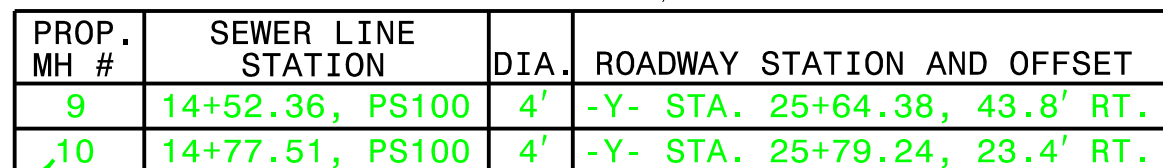
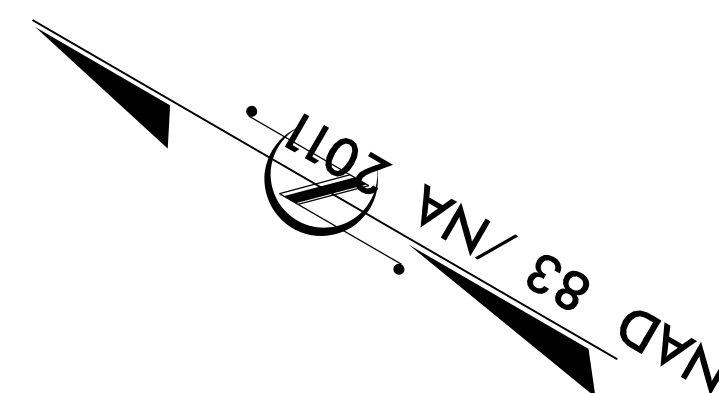
UTILITY CONSTRUCTION PLANS PREPARED BY:
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD., HIGH POINT, NC 27285
PHONE: (336) 886-4821 FAX: (336) 886-4458
WWW.DMP-INC.COM LICENSE: F-0245



UTILITY CONSTRUCTION

PRELIMINARY PLANS
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UTILITY AGREEMENT PLANS



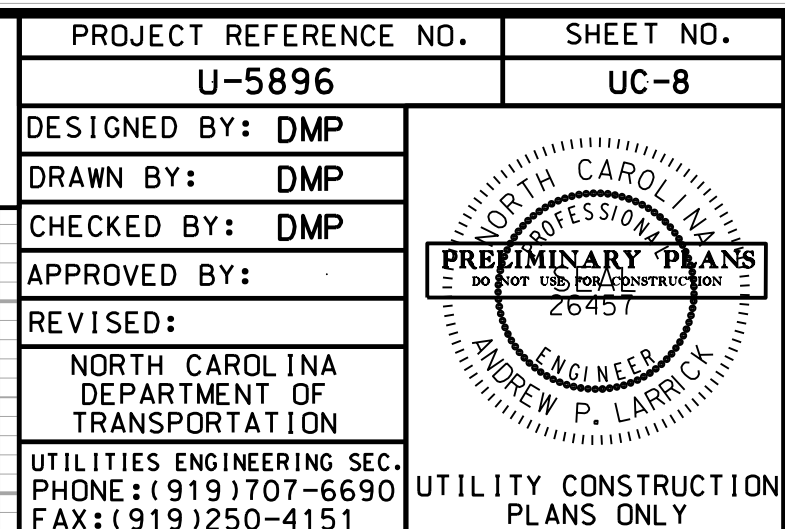
THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON THIS PLAN SHEET IS 3,560 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

UTILITY CONSTRUCTION PLANS PREPARED BY:

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

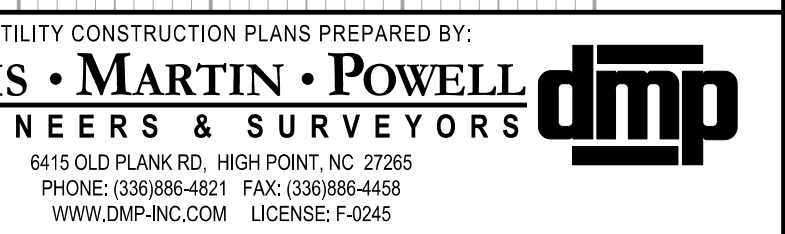


6415 OLD PLANK RD, HIGH POINT, NC 2726
PHONE: (336)886-4821 FAX: (336)886-4458
WWW.DMP-INC.COM LICENSE: F-0245



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UTILITY AGREEMENT PLANS



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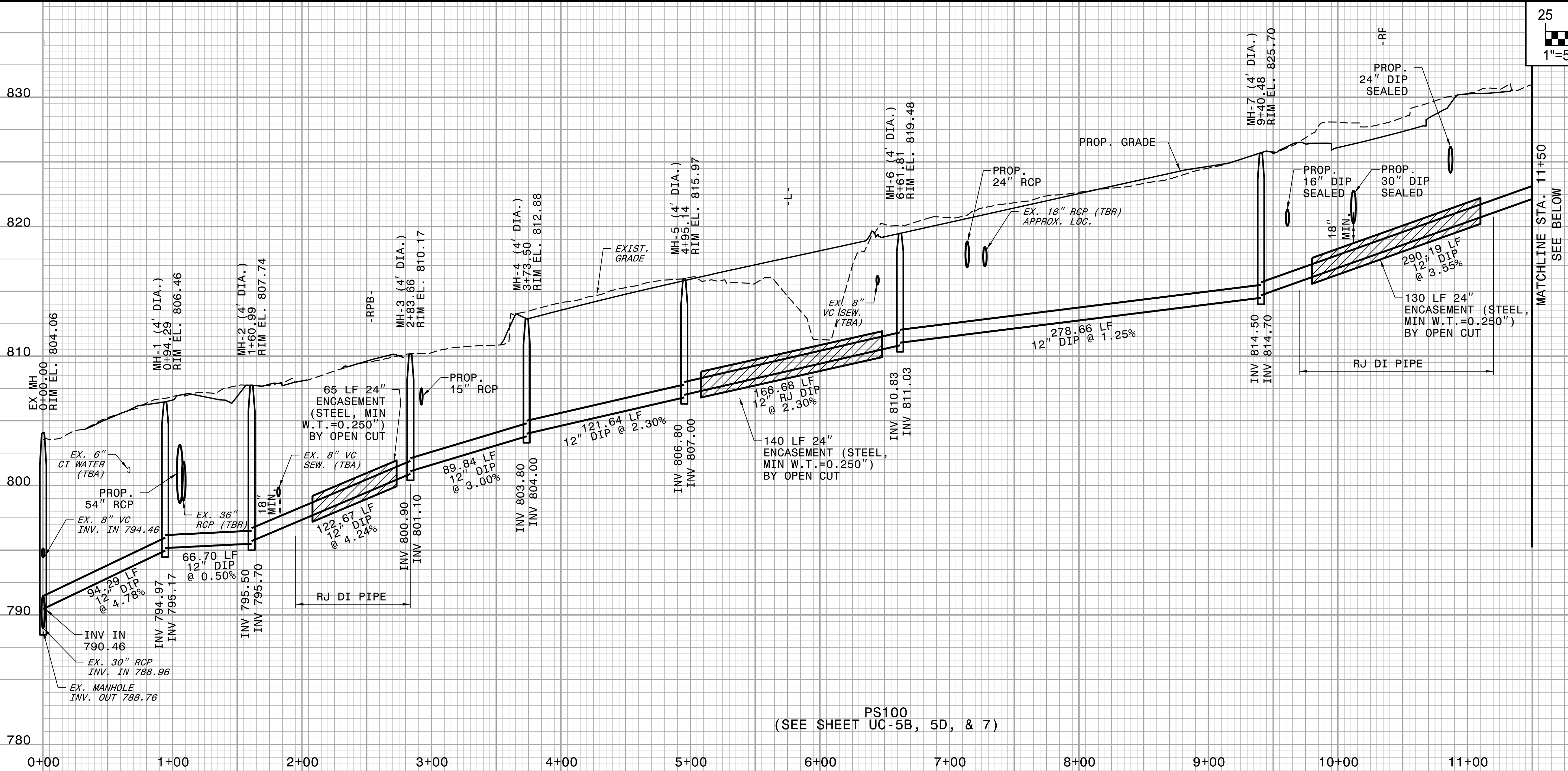
PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-9
DESIGNED BY: DMP	PROFESSIONAL ENGINEER NORTH CAROLINA 26457 ANDREW P. LARRY
DRAWN BY: DMP	
CHECKED BY: DMP	
APPROVED BY:	
REVISED:	UTILITY CONSTRUCTION PLANS ONLY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	

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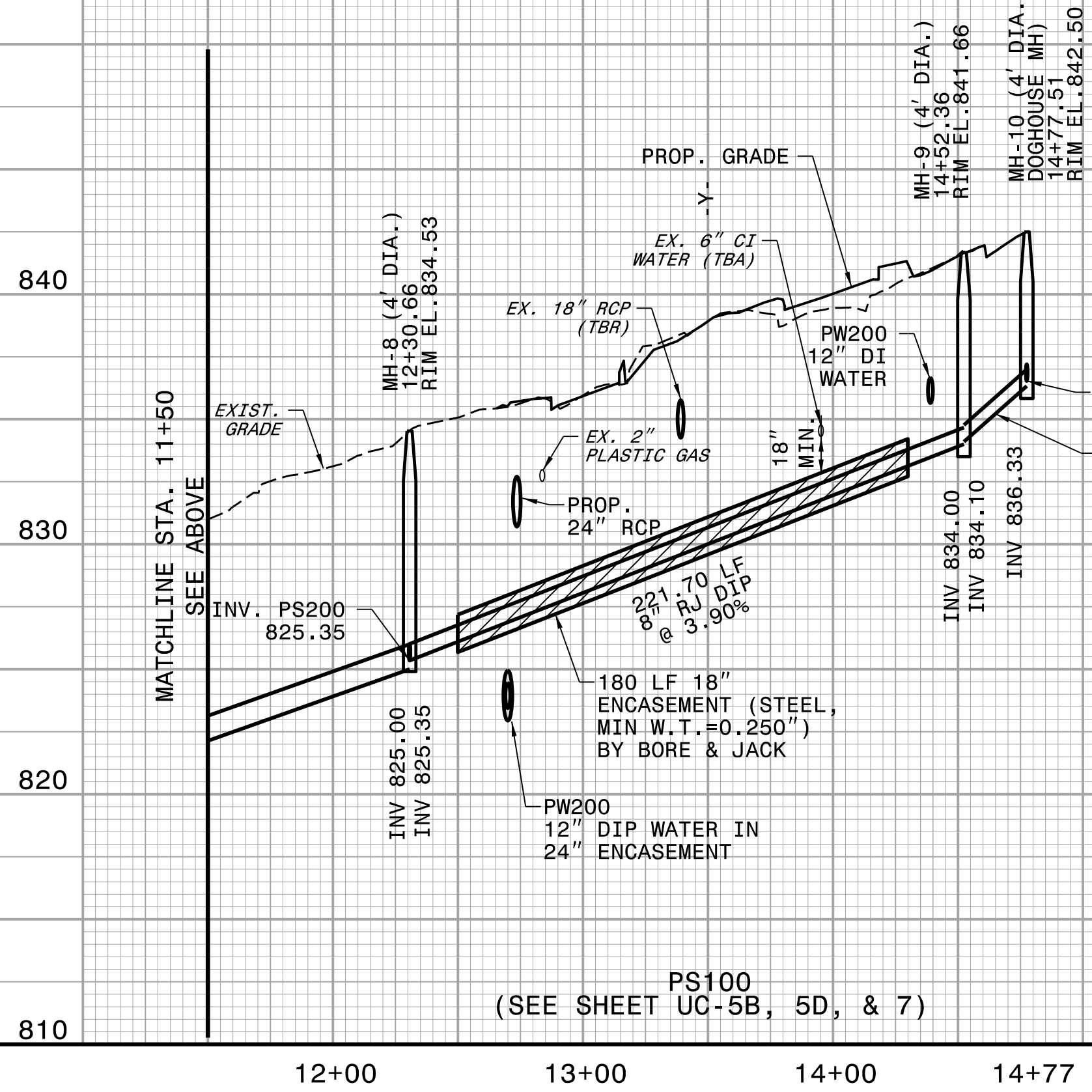
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS

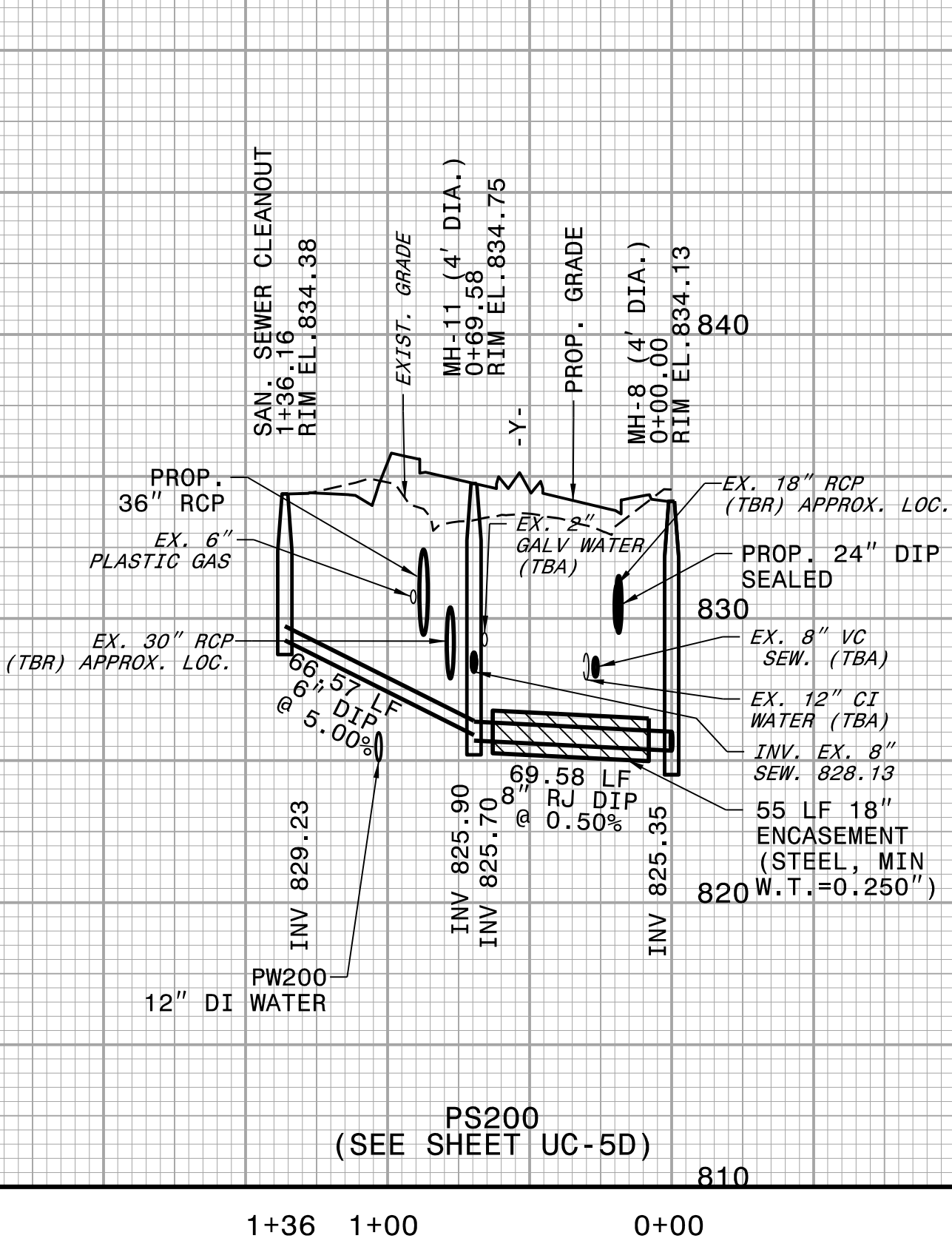


PS100
(SEE SHEET UC-5B, 5D, & 7)

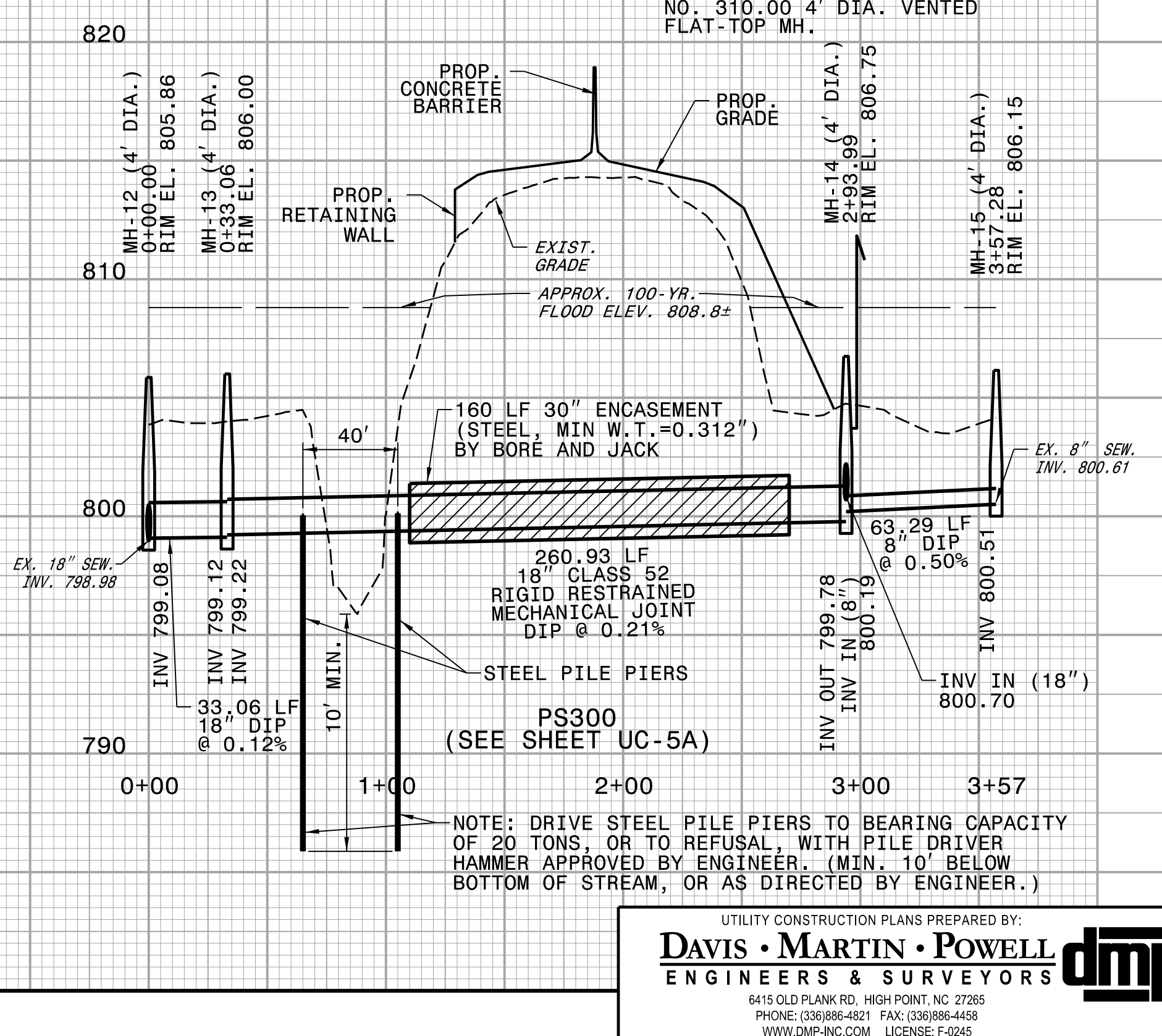
- NOTES:
- MH'S 12, 13, AND 15 SHALL BE CHP STD. NO. 311.00 4' DIA. FLAT-TOP MH'S.
 - MH 14 SHALL BE CHP STD. NO. 310.00 4' DIA. VENTED FLAT-TOP MH.



PS100
(SEE SHEET UC-5B, 5D, & 7)



PS200
(SEE SHEET UC-5D)



NOTE: DRIVE STEEL PILE PIERS TO BEARING CAPACITY OF 20 TONS, OR TO REFUSAL, WITH PILE DRIVER HAMMER APPROVED BY ENGINEER. (MIN. 10' BELOW BOTTOM OF STREAM, OR AS DIRECTED BY ENGINEER.)

5/14/99



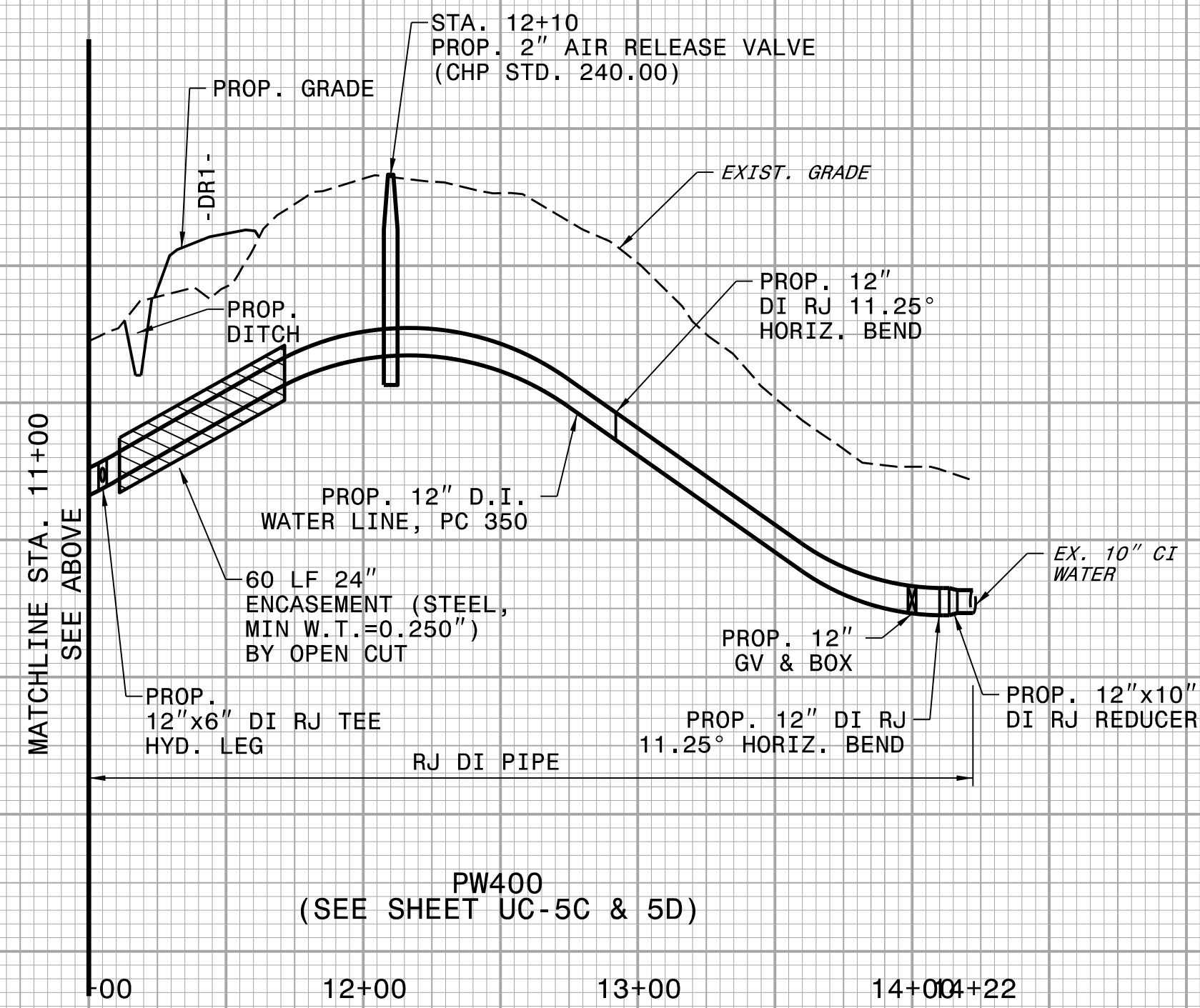
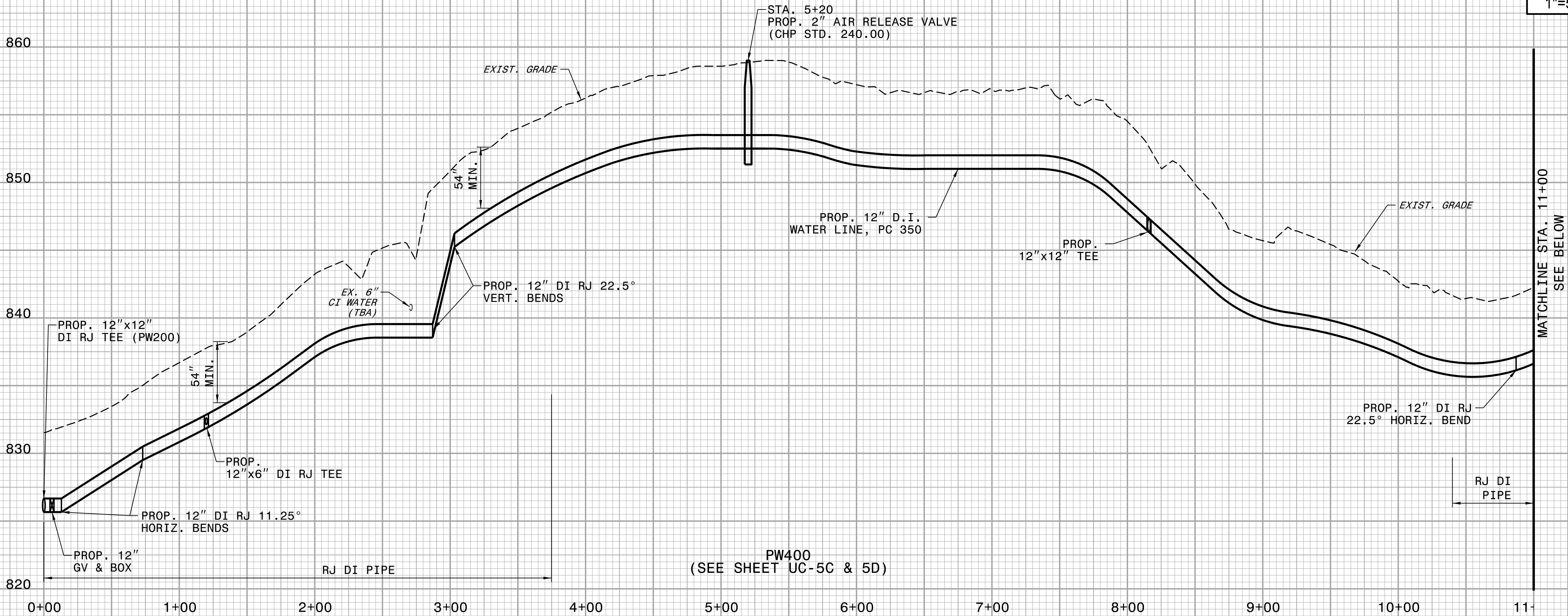
PROJECT REFERENCE NO.	SHEET NO.
U-5896	UC-10
DESIGNED BY: DMP	PROFESSIONAL ENGINEER NORTH CAROLINA 26457 ANDREW P. LARRY
DRAWN BY: DMP	
CHECKED BY: DMP	
APPROVED BY:	
REVISED:	UTILITY CONSTRUCTION PLANS ONLY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	

UTILITY CONSTRUCTION

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PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS



CITY OF HIGH POINT

AGENDA ITEM



Title: City of High Point Streets Resurfacing, Bid 15-031622

From: Robby Stone – Public Services Director
Allan Hicks – Projects Engineer

Meeting Date: April 18, 2022

Public Hearing: N/A

Advertising Date: February 8, 2022

Advertised By: Purchasing

Attachments: Attachment A – Original Bid Tabulation
Attachment B – Negotiated Bid Tabulation
Attachment C – Original List of Project Maps
Attachment D – Negotiated List of Project Maps
Attachment E – Arlington Street Speed Humps

PURPOSE:

The City budgets on an annual basis for the resurfacing and paving of City of High Point maintained streets. Based on needs, specific streets have been identified to be resurfaced.

BACKGROUND:

The City of High Point performs Street Resurfacing on an annual basis. This resurfacing takes place because deficiencies on a section of roadway are beyond repair of routine maintenance. The list of roads to be resurfaced is generated from a pavement condition survey which is performed every three years that assesses the City's road/pavement ratings.

There was a total of four (4) bidders for the advertised project. Shape Brothers, A Division of Vecellio & Grogan Inc. was the lowest bidder when bids were opened on March 16, 2022. Sharpe Brothers has been the low bidder for the past 2 years and the company operates an asphalt plant in Greensboro, NC.

All original bids were significantly higher than expected. An increase in pricing of raw materials, fuel/oil, and labor are the predominant reasons.

City Staff negotiated with the low bidder, Sharpe Brothers, to re-establish pricing for the revised resurfacing list in the amount of \$495,963.58.

BUDGET IMPACT:

Funds for this project are available in the FY 2021-2022 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 Sharpe Brothers, A Division of Vecellio & Grogan, Inc. in the amount of \$495,963.58.

ITEMIZED BID TABULATIONS													
3/16/2022													
CITY OF HIGH POINT STREETS RESURFACING - BID 15-031622				ENGINEER'S ESTIMATE		SHARPE BROTHERS		BLYTHE CONSTRUCTION		APAC-ATLANTIC		FRED SMITH CO.	
LINE ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
1	MOBILIZATION	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 101,274.30	\$ 101,274.30	\$ 225,000.00	\$ 225,000.00	\$ 210,000.00	\$ 210,000.00	\$ 275,000.00	\$ 275,000.00
2	TRAFFIC CONTROL	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 148,942.47	\$ 148,942.47	\$ 220,000.00	\$ 220,000.00	\$ 150,000.00	\$ 150,000.00	\$ 743,500.00	\$ 743,500.00
3	ASPHALT CONCRETE SURFACE COURSE TYPE S 9.5C	TN	23,800	\$ 55.00	\$ 1,309,000.00	\$ 68.84	\$ 1,638,392.00	\$ 72.00	\$ 1,713,600.00	\$ 83.25	\$ 1,981,350.00	\$ 70.00	\$ 1,666,000.00
4	BITUMINOUS SURFACE TREATMENT, MAT COAT, NO. 78M STONE	SY	122,570	\$ 1.25	\$ 153,212.50	\$ 1.91	\$ 234,108.70	\$ 4.40	\$ 539,308.00	\$ 3.00	\$ 367,710.00	\$ 3.00	\$ 367,710.00
5	ADJUSTMENT OF MANHOLE (RAPID SET)	EA	302	\$ 900.00	\$ 271,800.00	\$ 1,174.53	\$ 354,708.06	\$ 1,125.00	\$ 339,750.00	\$ 980.00	\$ 295,960.00	\$ 1,200.00	\$ 362,400.00
6	ADJUSTMENT OF VALVE BOXES (RAPID SET)	EA	198	\$ 900.00	\$ 178,200.00	\$ 1,146.63	\$ 227,032.74	\$ 1,100.00	\$ 217,800.00	\$ 960.00	\$ 190,080.00	\$ 1,150.00	\$ 227,700.00
7	MANHOLE RING AND COVER (MATERIAL COST ONLY)	EA	10	\$ 125.00	\$ 1,250.00	\$ 289.10	\$ 2,891.00	\$ 450.00	\$ 4,500.00	\$ 700.00	\$ 7,000.00	\$ 500.00	\$ 5,000.00
8	VALVE BOXES (MATERIAL COST ONLY)	EA	10	\$ 125.00	\$ 1,250.00	\$ 200.60	\$ 2,006.00	\$ 250.00	\$ 2,500.00	\$ 500.00	\$ 5,000.00	\$ 250.00	\$ 2,500.00
9	MILLING ASPHALT PAVEMENT, 0 - 1.5" (PROFILE MILLING)	SY	59,606	\$ 1.60	\$ 95,369.60	\$ 3.36	\$ 200,276.16	\$ 2.85	\$ 169,877.10	\$ 2.85	\$ 169,877.10	\$ 4.60	\$ 274,187.60
10	MILLING ASPHALT PAVEMENT, 2"	SY	78,145	\$ 3.00	\$ 234,435.00	\$ 3.35	\$ 261,785.75	\$ 2.85	\$ 222,713.25	\$ 2.84	\$ 221,931.80	\$ 4.00	\$ 312,580.00
11	INCIDENTAL MILLING, VARIABLE DEPTH	SY	6,478	\$ 5.00	\$ 32,390.00	\$ 16.41	\$ 106,303.98	\$ 13.95	\$ 90,368.10	\$ 13.91	\$ 90,108.98	\$ 9.80	\$ 63,484.40
12	PATCHING EXISTING ASPHALT PAVEMENT	TN	1,391	\$ 158.00	\$ 219,778.00	\$ 230.55	\$ 320,695.05	\$ 200.00	\$ 278,200.00	\$ 225.00	\$ 312,975.00	\$ 240.00	\$ 333,840.00
13	THERMOPLASTIC PAVEMENT MARKING LINES, 4" , 90 MILS	LF	46,288	\$ 1.00	\$ 46,288.00	\$ 1.18	\$ 54,619.84	\$ 1.00	\$ 46,288.00	\$ 0.50	\$ 23,144.00	\$ 0.60	\$ 27,772.80
14	THERMOPLASTIC PAVEMENT MARKING LINES, 8" , 120 MILS	LF	707	\$ 2.50	\$ 1,767.50	\$ 3.25	\$ 2,297.75	\$ 2.75	\$ 1,944.25	\$ 3.00	\$ 2,121.00	\$ 3.00	\$ 2,121.00
15	THERMOPLASTIC PAVEMENT MARKING LINES, 24" , 120 MILS	LF	815	\$ 11.00	\$ 8,965.00	\$ 16.52	\$ 13,463.80	\$ 14.00	\$ 11,410.00	\$ 9.00	\$ 7,335.00	\$ 9.00	\$ 7,335.00
16	THERMOPLASTIC PAVEMENT MARKING SYMBOLS, 90 MILS	EA	55	\$ 125.00	\$ 6,875.00	\$ 118.00	\$ 6,490.00	\$ 100.00	\$ 5,500.00	\$ 130.00	\$ 7,150.00	\$ 130.00	\$ 7,150.00
17	ASPHALT BINDER FOR PLANT MIX	TN	1,190	\$ 515.00	\$ 612,850.00	\$ 684.40	\$ 814,436.00	\$ 595.00	\$ 708,050.00	\$ 755.00	\$ 898,450.00	\$ 590.00	\$ 702,100.00
18	INDUCTIVE DETECTION LOOPS	LF	3,300	\$ 6.15	\$ 20,295.00	\$ 7.97	\$ 26,301.00	\$ 6.75	\$ 22,275.00	\$ 6.75	\$ 22,275.00	\$ 14.00	\$ 46,200.00
19	SHOULDER RECONSTRUCTION	SHM	4.78	\$ 7,500.00	\$ 35,850.00	\$ 6,301.37	\$ 30,120.55	\$ 4,200.00	\$ 20,076.00	\$ 10,000.00	\$ 47,800.00	\$ 15,000.00	\$ 71,700.00
20	DRIVEWAY STONE	TN	32	\$ 80.00	\$ 2,560.00	\$ 150.00	\$ 4,800.00	\$ 200.00	\$ 6,400.00	\$ 135.00	\$ 4,320.00	\$ 165.00	\$ 5,280.00
21	TOWING ALLOWANCE	DOLLAR	5,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
22	CONTINGENCY	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID AMOUNT					\$ 3,374,135.60		\$ 4,605,945.15		\$ 4,900,559.70		\$ 5,069,587.88		\$ 5,558,560.80
(See Note 1)													
ALTERNATE BID (ARLINGTON STREET SPEED HUMPS)													
1	SPEED HUMP	EA	2	\$ 8,500.00	\$ 17,000.00	\$ 11,142.87	\$ 22,285.74	\$ 6,200.00	\$ 12,400.00	\$ 8,500.00	\$ 17,000.00	\$ 7,500.00	\$ 15,000.00
TOTAL BID = BASE BID + ALTERNATE BID AMOUNT					\$ 3,391,135.60		\$ 4,628,230.89		\$ 4,912,959.70		\$ 5,086,587.88		\$ 5,573,560.80

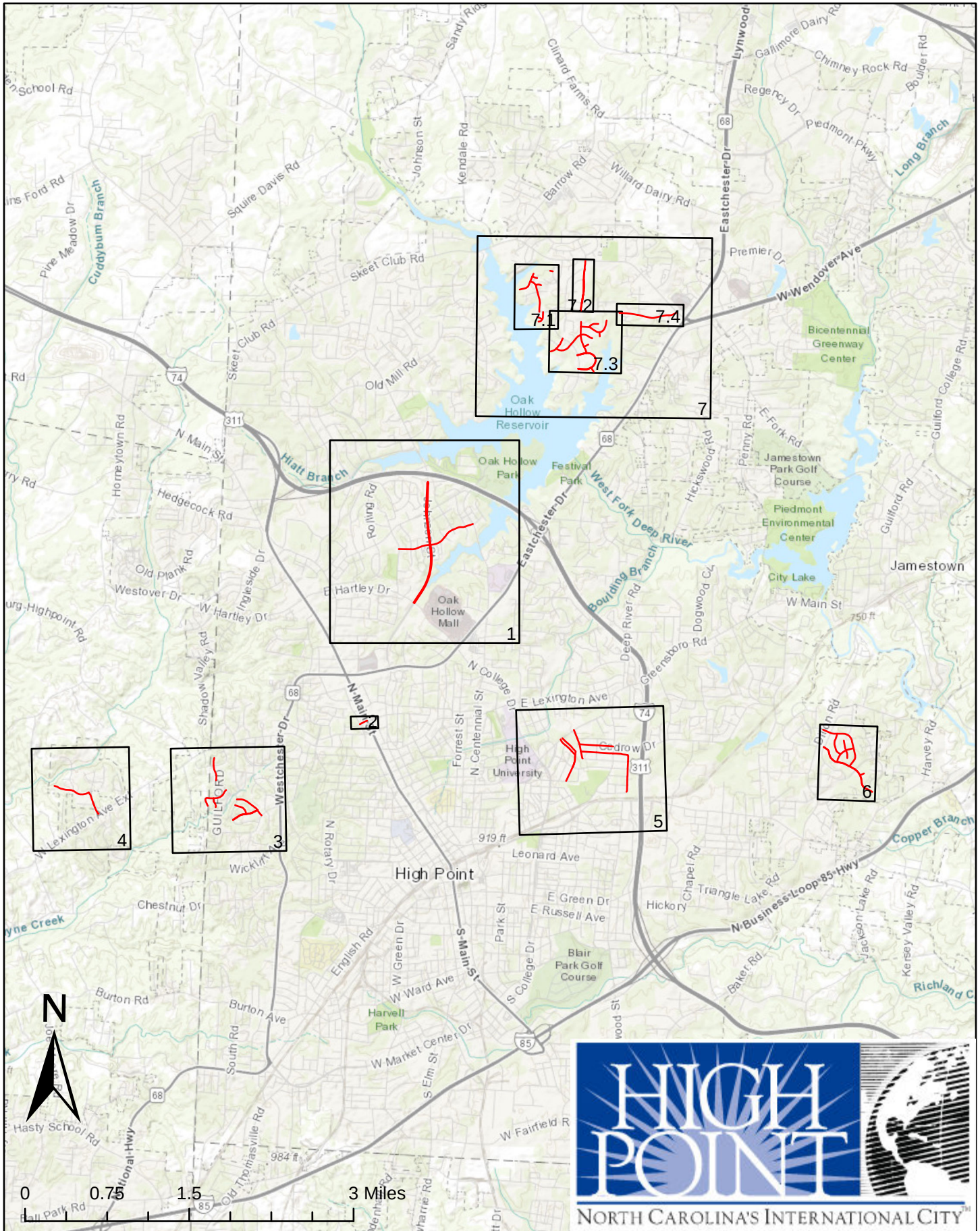
Notes:
1. APAC Atlantic Bid Total Error of \$40,000. The submitted Base Bid Total was \$5,029,587.88 and the submitted Base plus Alternate Bid Total was \$5,046,587.88

3/28/2022

Notes:

1. Quantities are for Arlington Street (Camden Av to Montlieu Av), Swan Lake Drive, and Swansgate Lane.

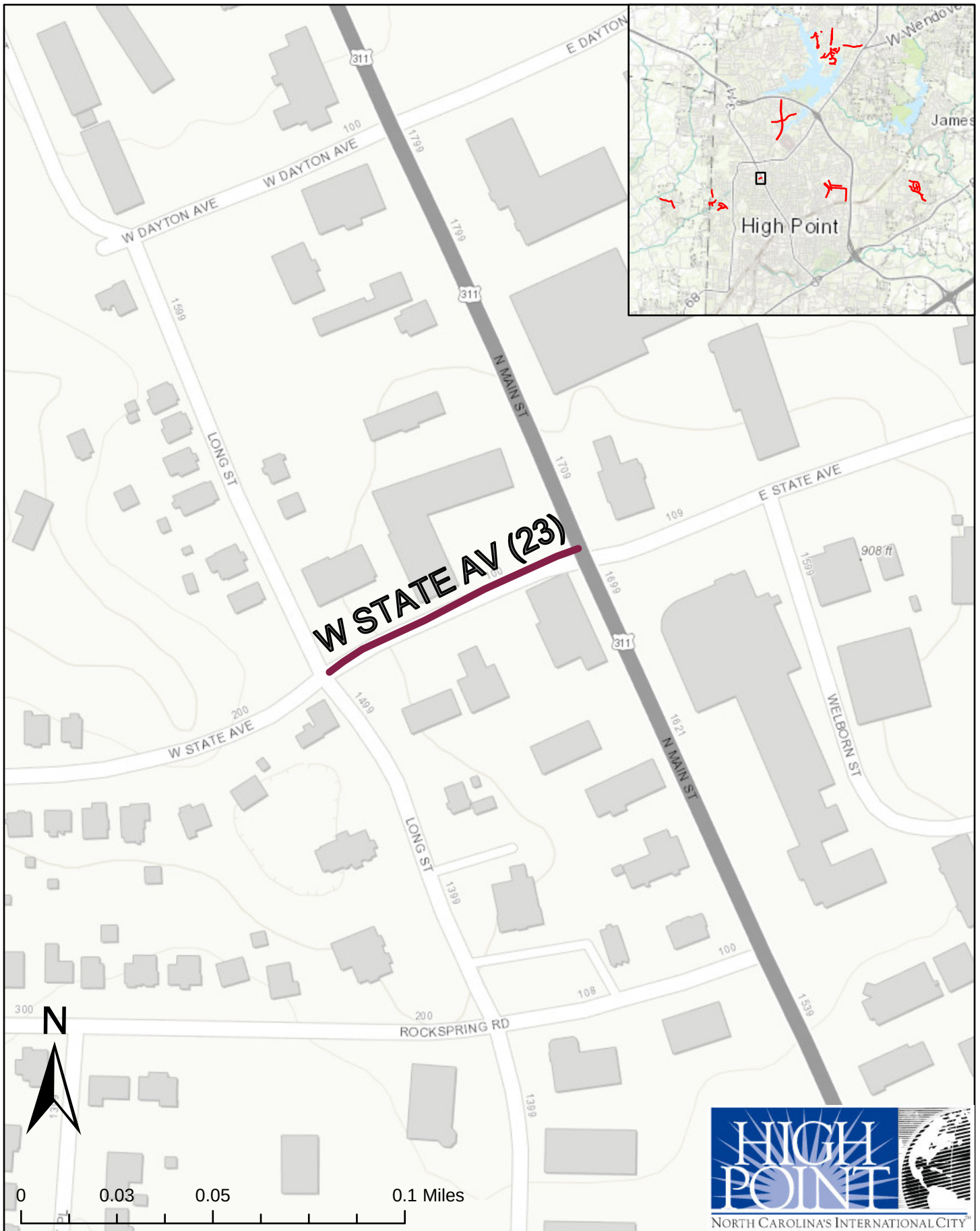
Resurfacing Projects - 2022



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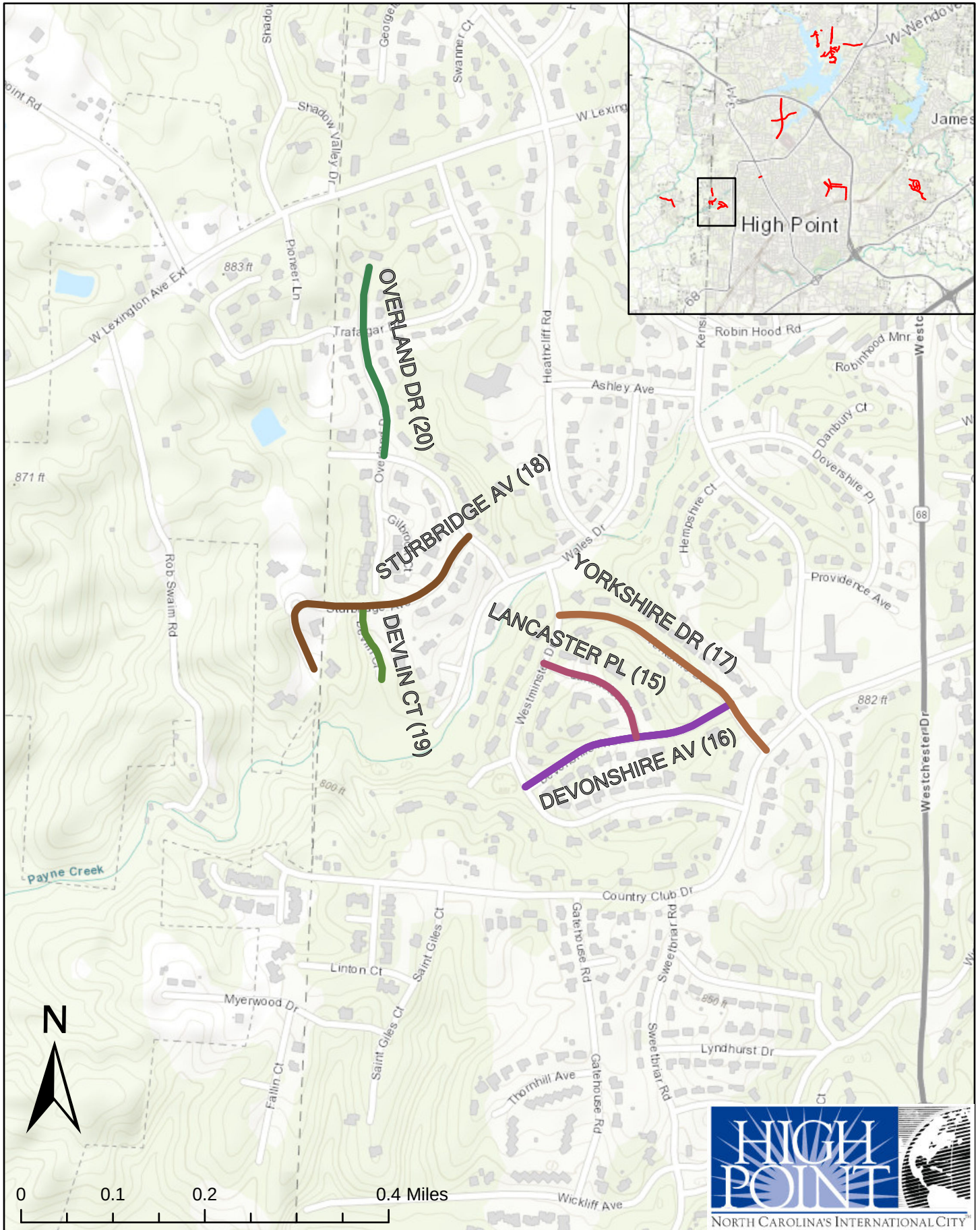
Resurfacing Projects - 2022

Section: 2



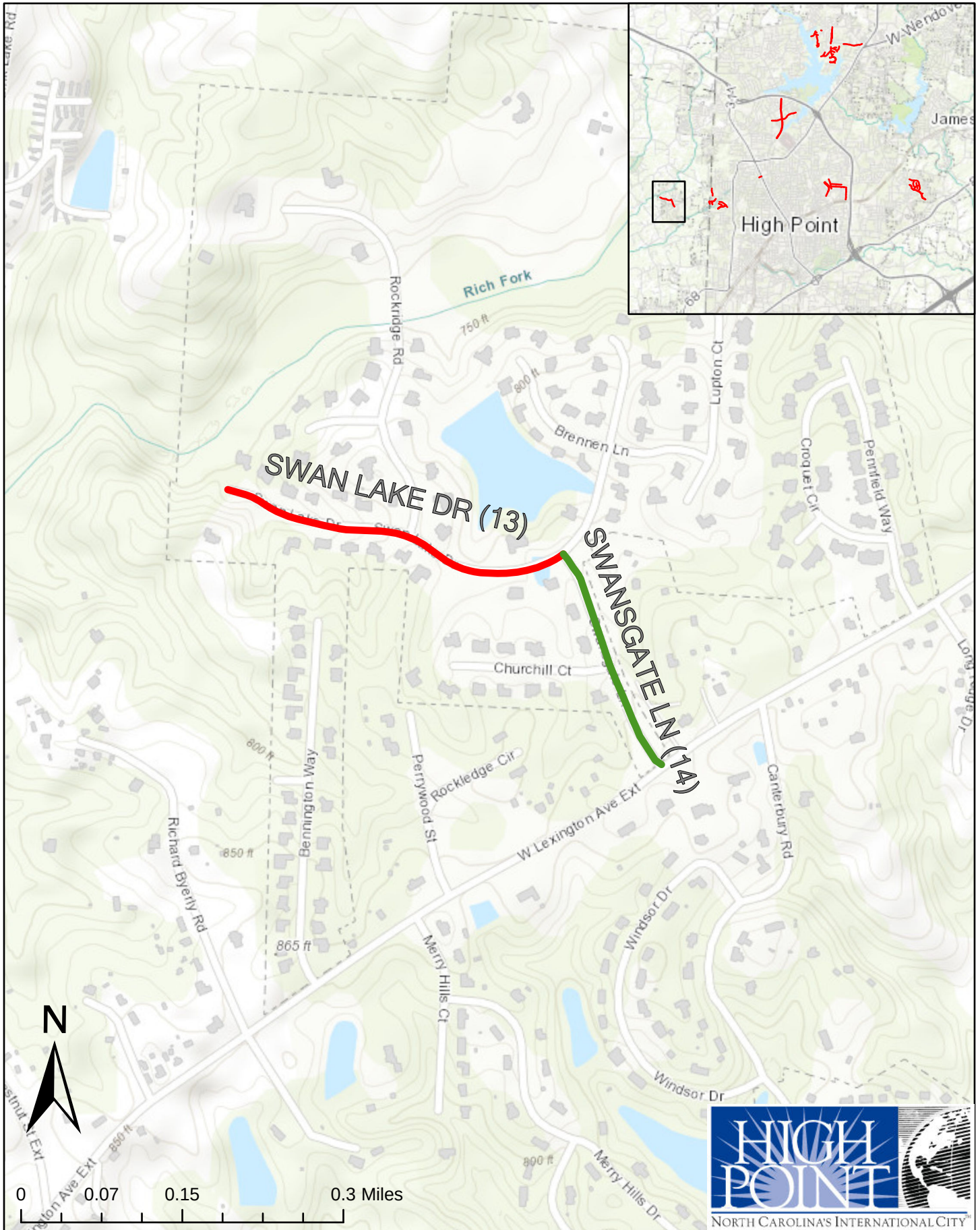
Resurfacing Projects - 2022

Section: 3



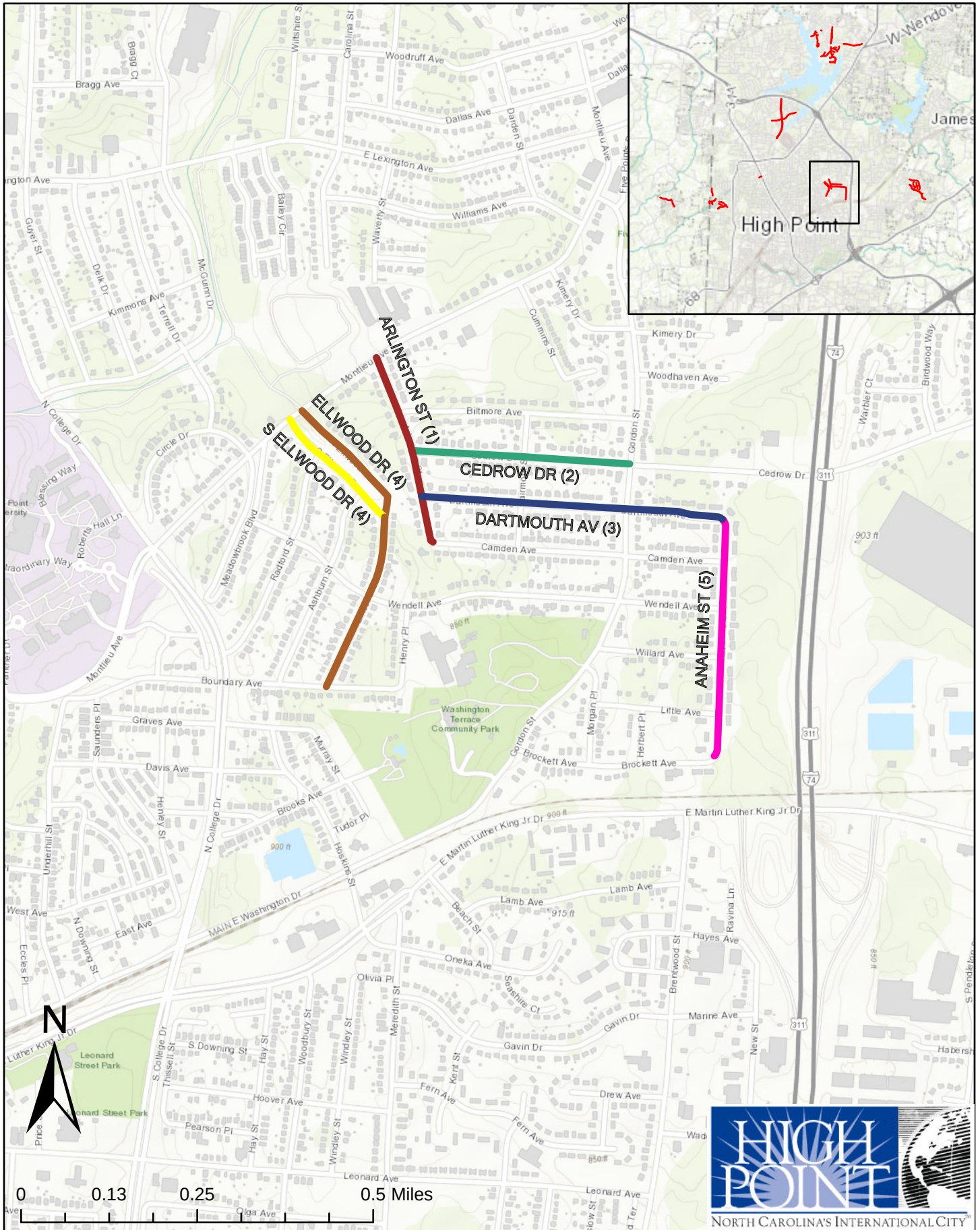
Resurfacing Projects - 2022

Section: 4



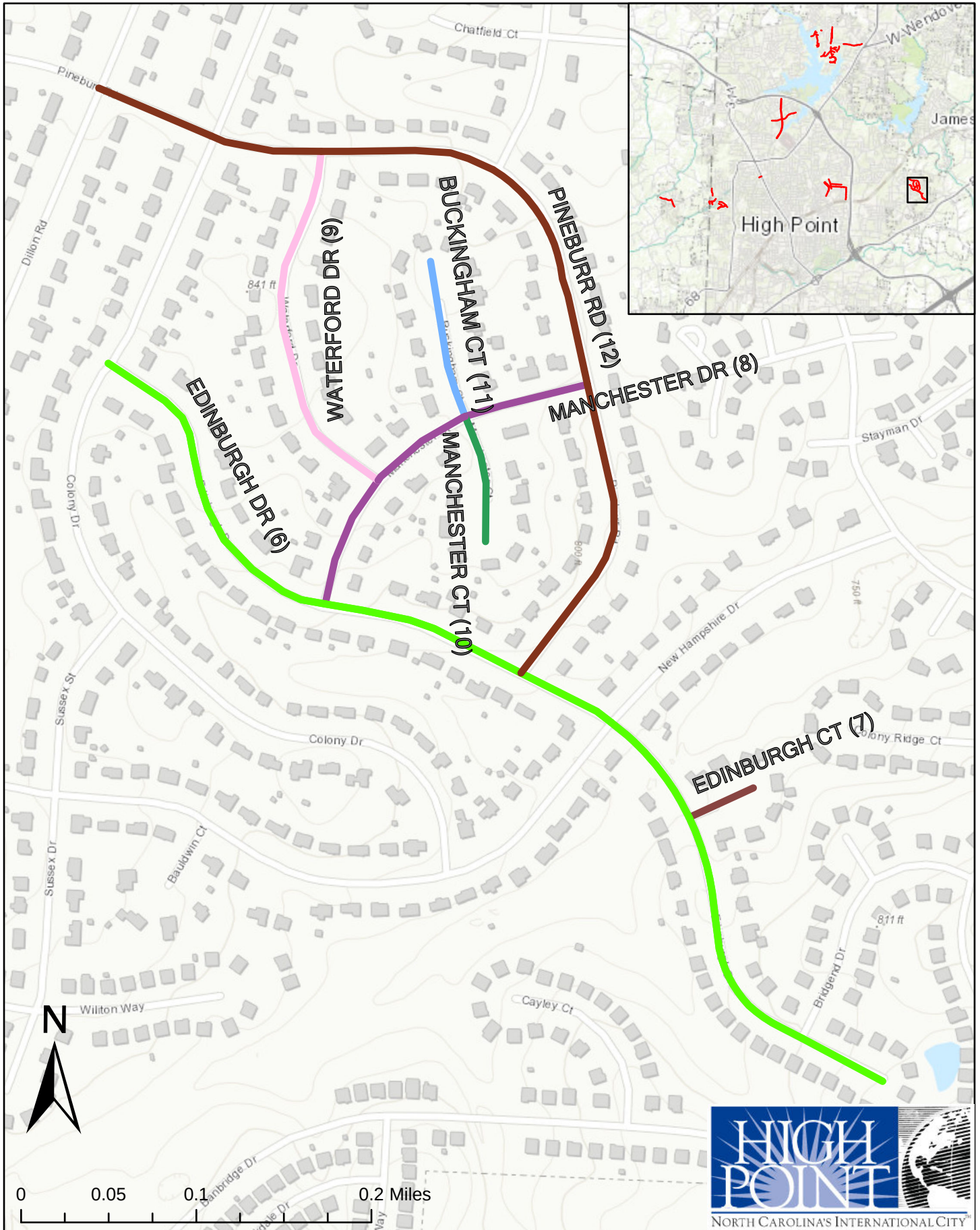
Resurfacing Projects - 2022

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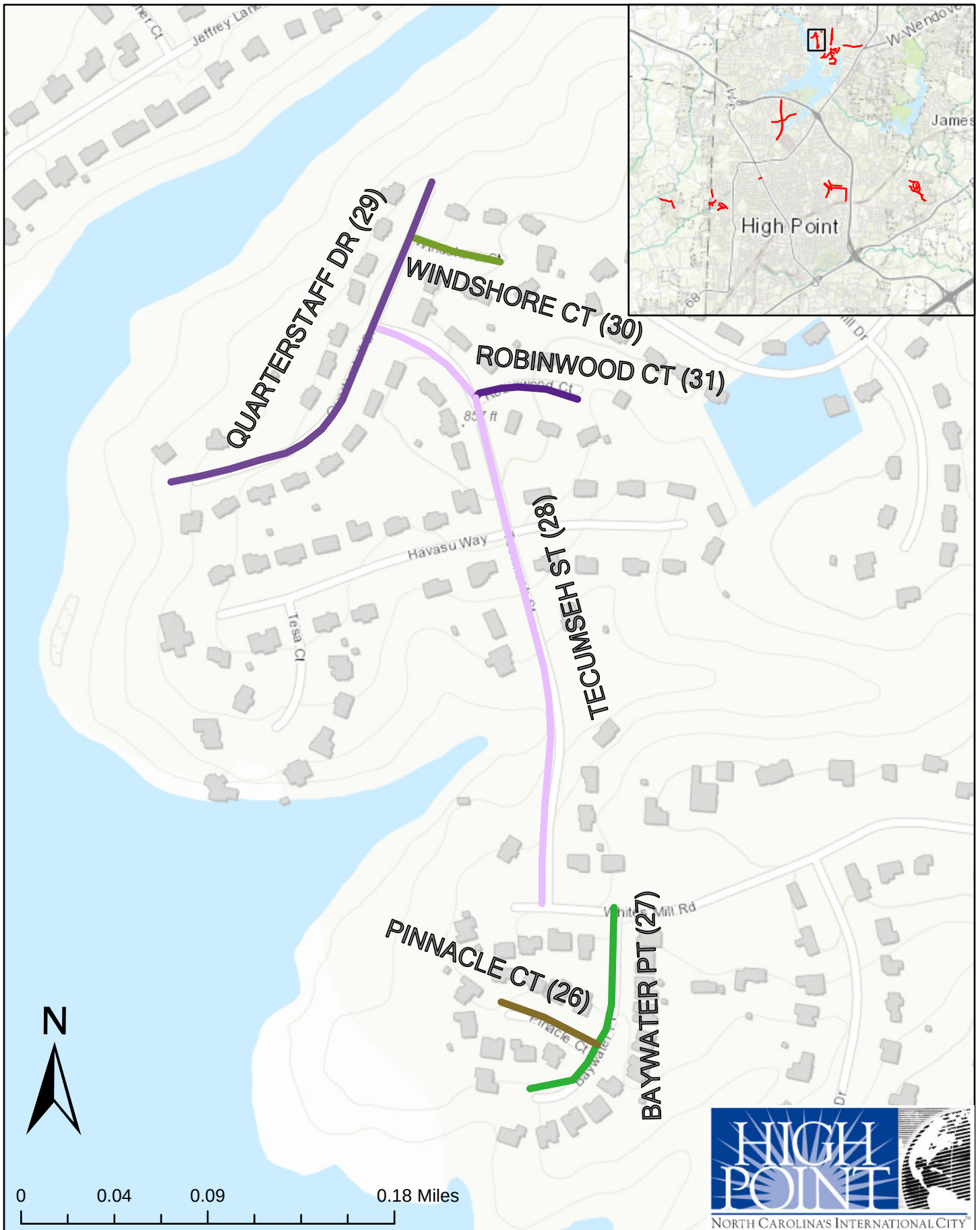
Resurfacing Projects - 2022

Section: 6



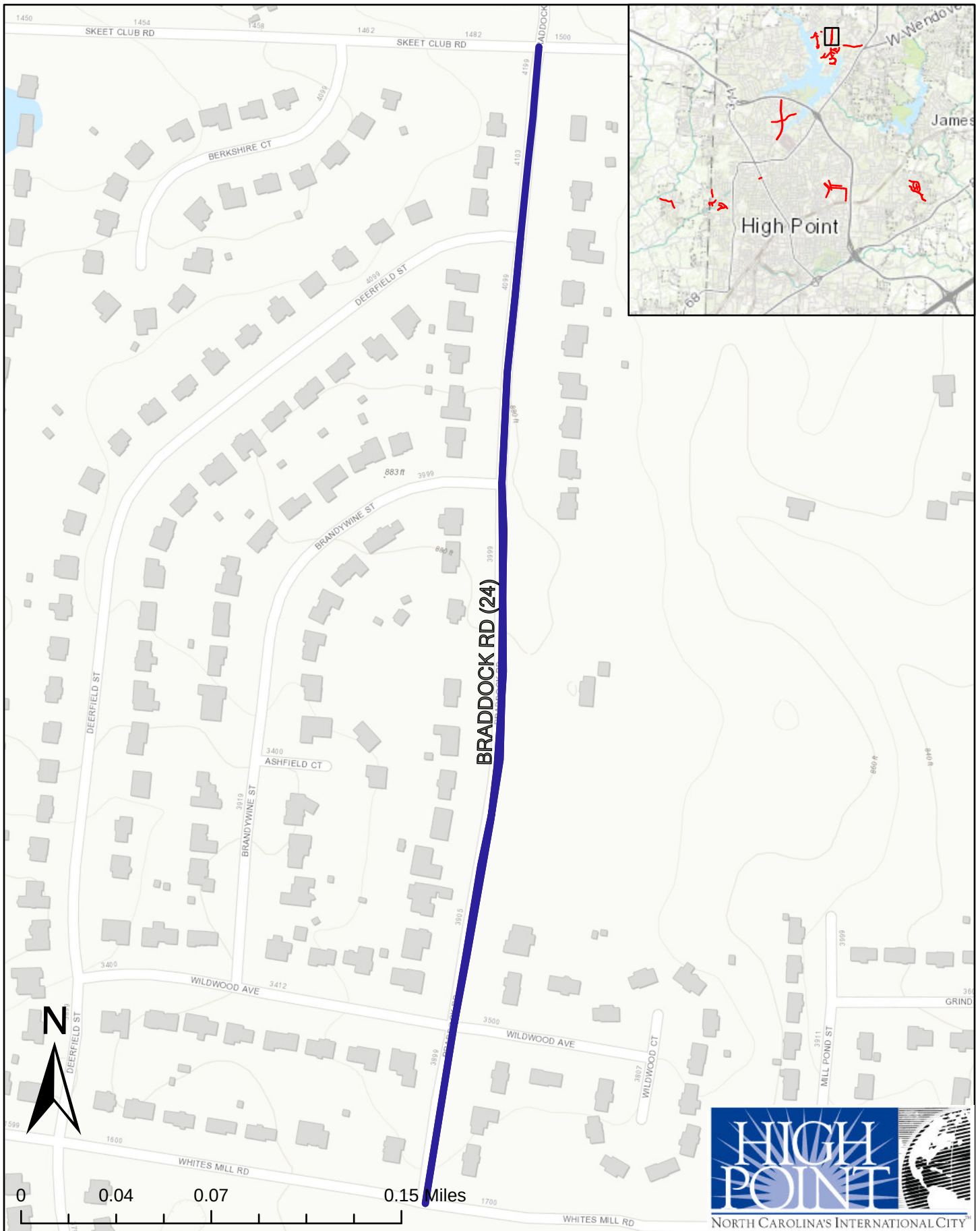
Resurfacing Projects - 2022

Section: 7.1



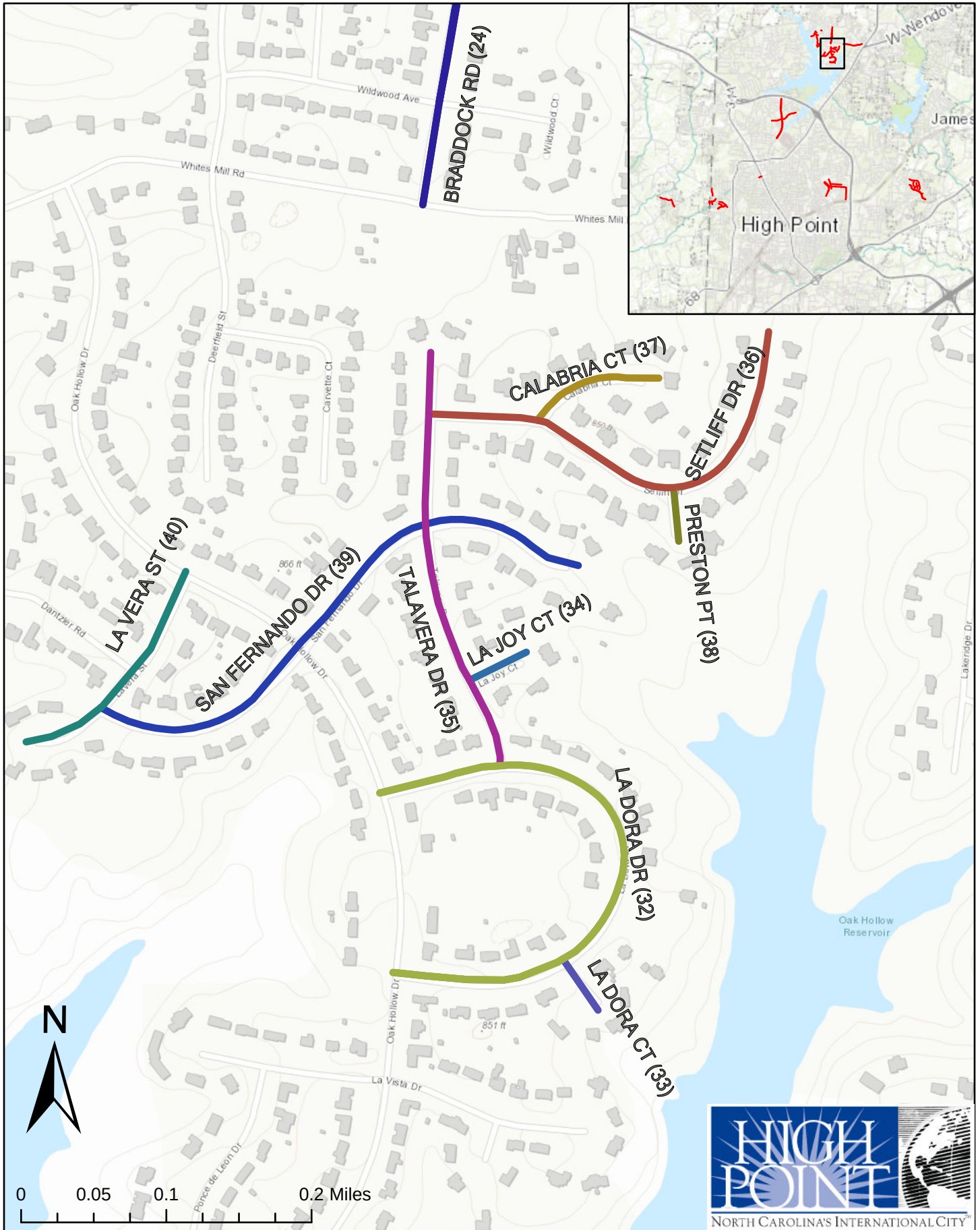
Resurfacing Projects - 2022

Section: 7.2



Resurfacing Projects - 2022

Section: 7.3



This map shows the area around Whites Mill Rd (25) in High Point, NC. The road is highlighted in blue and runs horizontally across the middle of the map. To the north of the road are several residential streets including Pointer Ct, Red Oak Ct, Lakeland Pt, Banook St, Plateau Ct, Banook Ct, and Whites Mill Rd. To the south of the road are streets like Bridgeport Ter, Esset Ct, Coscob Ct, Kentwood Ct, Hemlock Dr, Midview Dr, Sulton Way, and Meadowlark Rd. The map also shows a large body of water to the west and a highway (68) running diagonally to the east. A north arrow and a scale bar (0 to 0.2 miles) are located in the bottom left corner. An inset map in the top right corner shows the location of High Point within a larger regional context, with a red box indicating the area shown in the main map.

Resurfacing Projects - 2022



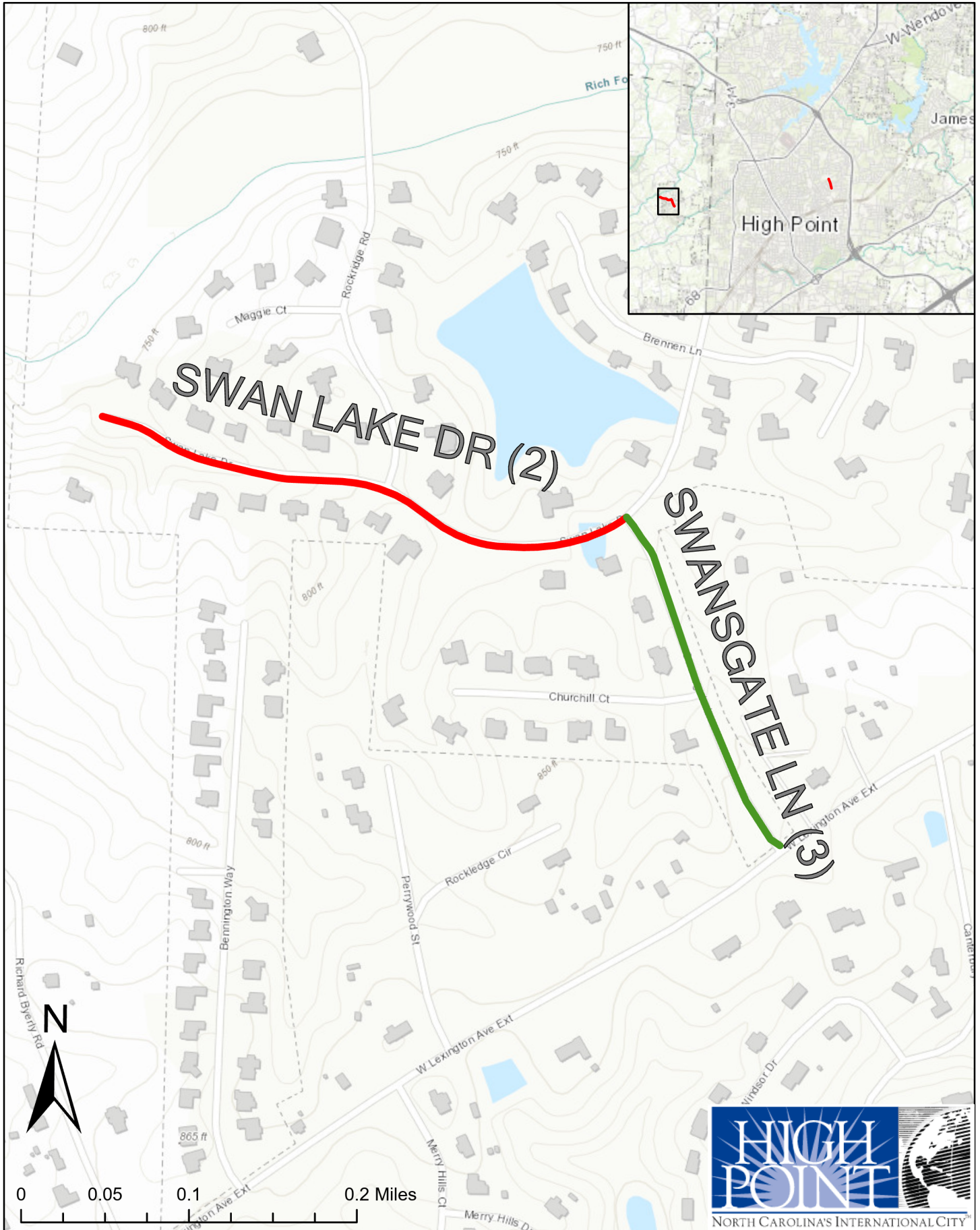
Resurfacing Projects - 2022

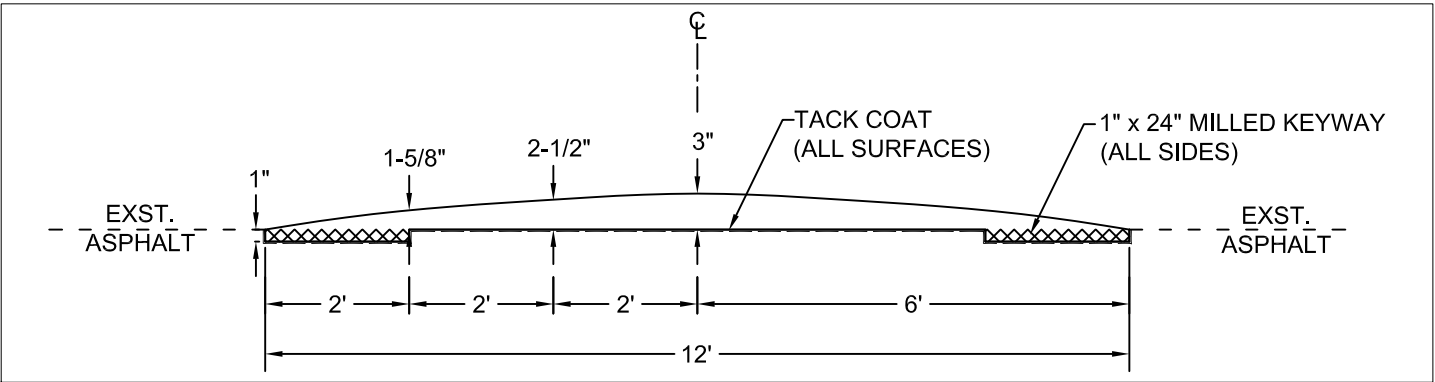
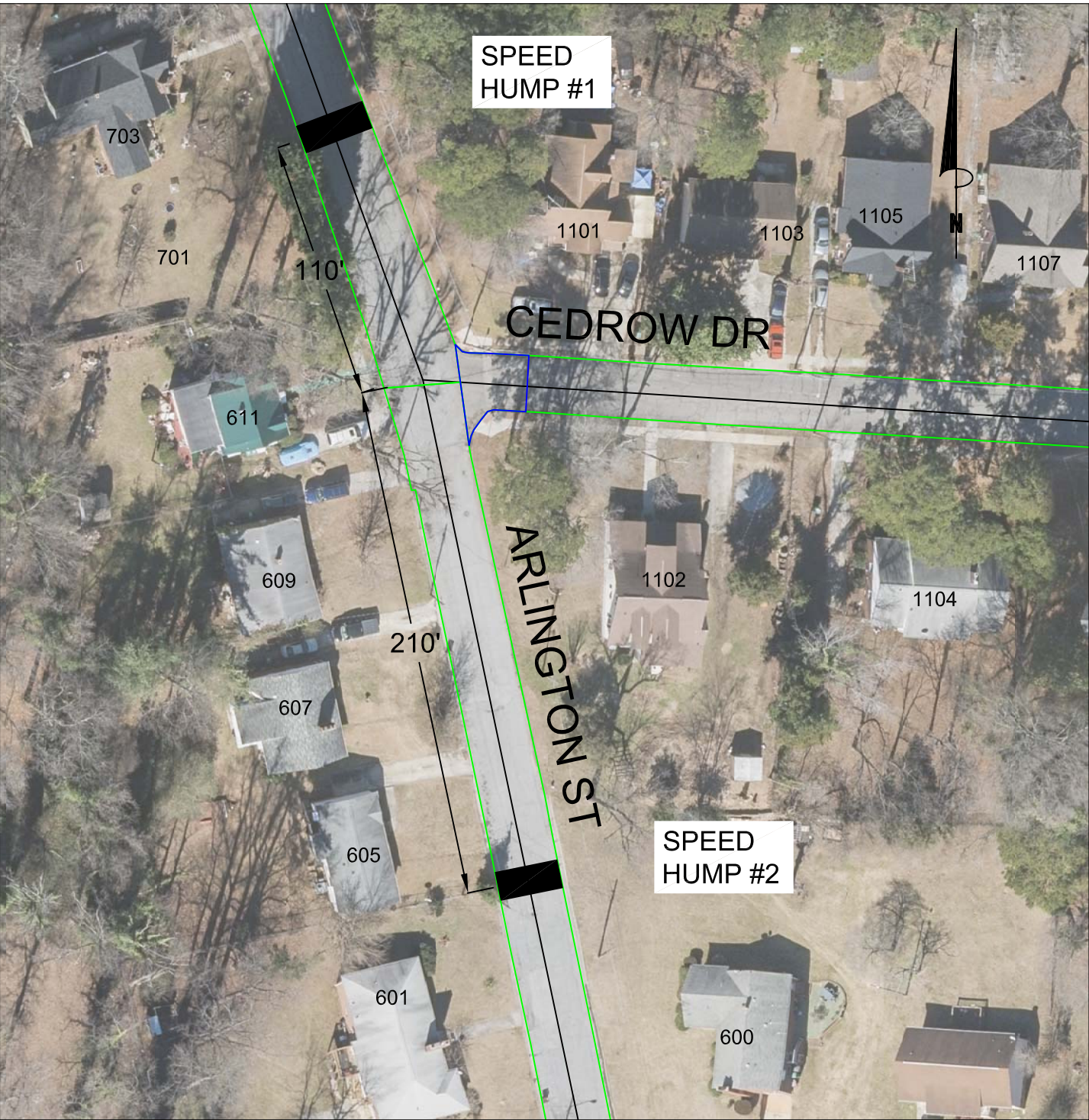
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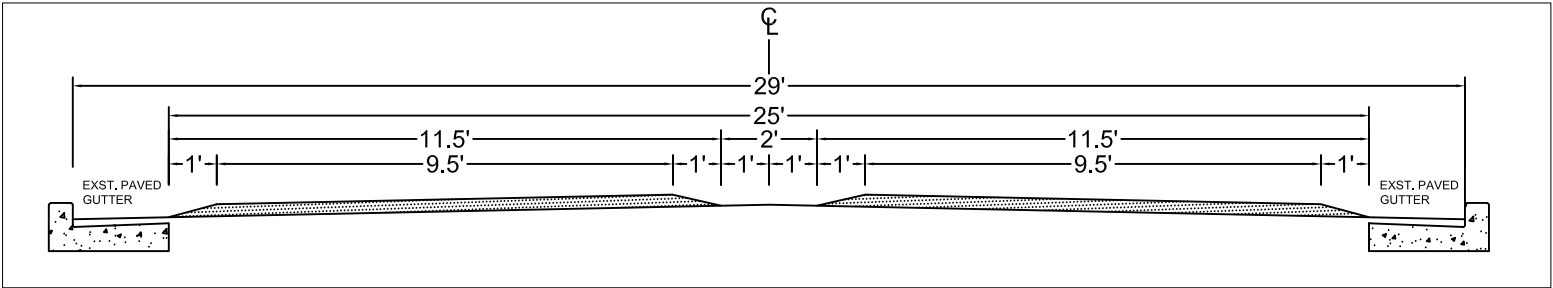
Resurfacing Projects - 2022

Section: 2

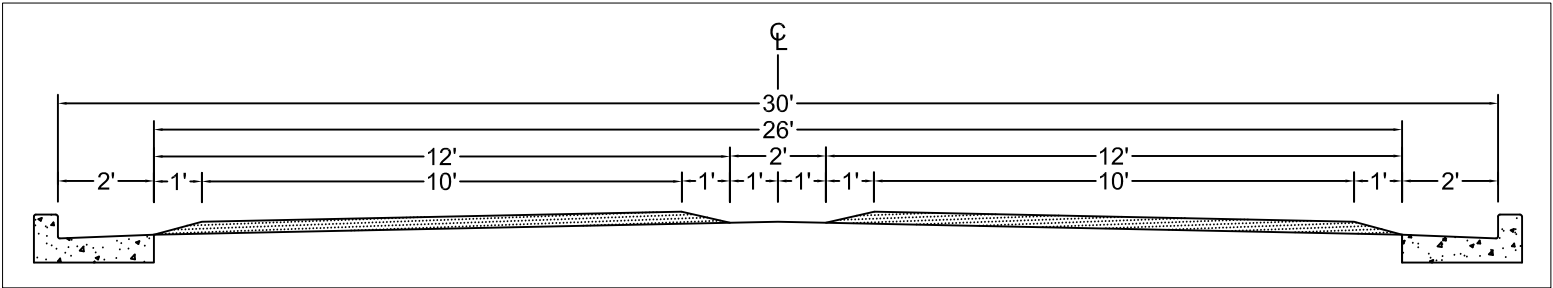




SPEED HUMP #1 AND #2 PROFILE
NTS



SPEED HUMP #1 CROSS SECTION
1" = 4'



SPEED HUMP #2 CROSS SECTION
1" = 4'

- NOTES**
- 1. NOTIFY THE HPDOT 48 HRS PRIOR TO CONSTRUCTION AT 336-883-8567.
 - 2. SIGNAGE AND TRAFFIC MARKINGS TO BE INSTALLED BY HPDOT.

	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					PLAN DRAWINGS FOR ARLINGTON ST. SPEED HUMPS INTERSECTION OF CEDROW DR. ALTERNATE BID #1 – TRAFFIC CALMING HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 1 OF 1
		DATE	NOV. 4, 2021						
		DESIGNED	CAH						
		DRAWN	CAH						
		CHECKED	.						
		SCALE	AS SHOWN	BY		DESCRIPTION	DATE	REV.	



**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
award to the lowest responsible, responsive bidder**

**and recommends
in the amount of \$.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Jackson Lake Substation Equipment & Substation Transformers - Bid #16-033022

From: Tyler Berrier, Electric Utilities Assistant Director

Meeting Date: April 4, 2022

Public Hearing: N/A

Advertised By: Purchasing Dept.

Attachments: Attachment A: Southeastern Engineers Bid Recommendation
Attachment B: Bid Tabulation
Attachment C: Recommendation Form

PURPOSE:

On March 30, 2022, the City received bids for materials to perform maintenance to Jackson Lake Substation. Purchasing this equipment will allow the City to upgrade the existing substation and increase the electric system's capacity. Purchasing received 10 total bids for the schedules listed below.

BACKGROUND:

The Electric Department is procuring materials to be used on the Jackson Lake Substation project (project is in the Electric CIP). The Purchasing Department solicited bids for Substation Structure, Circuit Switchers, 15 kV Breakers, Relay/Control Panels and Power Transformers to be used at our Jackson Lake Substation. These are all standard materials used regularly by the City of High Point Electric Utilities department.

BUDGET IMPACT:

Funds are included in the FY 22 and FY 23 budget to cover this project.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. The Electric Department is recommending that the bid for the five (5) schedules below be approved. Funds are included in the departments Capital budget to cover this material purchase.

Award to the following five (5) companies:

Schedule I - Substation Structure	Substation Enterprises, Inc.	\$921,718.00
Schedule II - Circuit Switchers	R.W. Chapman & Co.	\$142,825.40
Schedule III - 15 kV Circuit Breakers	Myers Controlled Power	\$205,186.00
Schedule IV - Relay & Control Panels	Birmingham Control Systems	\$185,995.00
Schedule V - Power Transformers	Virginia Transformer Corp.	\$2,250,300.00



BID TABULATION
Jackson Lake Substation
 Bid No. 16-033022

City of High Point
High Point, North Carolina

Date: March 30, 2022
 Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Substation</u> <u>Enterprises</u>	<u>Peak</u> <u>Substations</u>			
<u>Schedule I</u>					
Substation Structure & Appurtenances (1)	\$ 921,718.00	\$ 935,100.00	\$	\$	\$
Manufacturer:	SE	Peak			
Delivery:	22-24 Weeks				
 <u>Bidder</u>	 R.W. Chapman Company				
<u>Schedule II</u>					
Circuit Switcher (2)	\$ 142,825.40	\$	\$	\$	\$
Manufacturer:	S&C				
Delivery:	36-38 Weeks				
 <u>Bidder</u>	 Myers Controlled Power	 ABB			
<u>Schedule III</u>					
Circuit Breakers- 2000A Main (2)	\$ 45,810.00	\$ 55,496.00	\$	\$	\$
- 1200A Feeder (8)	159,376.00	180,784.00			
Total, Schedule III	\$ 205,186.00	\$ 236,280.00	\$	\$	\$
Manufacturer:	Myers	ABB			
Delivery:	28 Weeks	24 Weeks			

BID TABULATION (Con't)
City of High Point
High Point, North Carolina

Jackson Lake Substation
Bid No. 16-033022
Date: March 30, 2022
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Birmingham</u>				
<u>Schedule IV</u>	<u>Control Systems</u>				
Relay & Control Panels					
Lump Sum (6 Panels Total) (1)	\$ 185,995.00	\$	\$	\$	\$
Spare SEL					
2730M0ARAX1111AAAAX0 (1)	2,350.00				
Spare SEL 3530 #GG6M (1)	8,160.00				
Total, Schedule IV	\$ 196,505.00	\$	\$	\$	\$
Manufacturer:	BCS				
Delivery:	14-16 Weeks				
<u>Bidder</u>	<u>Virginia</u>				
<u>Schedule V</u>	<u>Transformer Corp.</u>	<u>Delta Star</u>	<u>WEG</u>	<u>Waukesha</u>	
Power Transformers (2)	\$ 2,250,300.00	\$ 2,833,516.00	\$ 2,635,636.00*	\$ 2,082,890.00*	\$
Offloading (2)	Included	30,000.00	45,700.00	22,750.00	
On Site Assembly, Testing, &					
Commissioning (2)	Included	45,320.00	81,130.00	64,360.00	
Total, Schedule V	\$ 2,250,300.00	\$ 2,908,836.00	\$ 2,797,466.00	\$ 2,170,000.00	\$
Manufacturer:	VTC	Delta Star	WEG	Waukesha	
Delivery:	35-37 Weeks	148-152 Weeks	85-90 Weeks	36-37 Months	

*Not Firm Pricing

*Not Firm Pricing



Southeastern Consulting Engineers, Inc.

April 1, 2022

Mr. Garey Edwards, PE
City of High Point
P.O. Box 230
High Point, North Carolina 27261

Ref.: Substation Equipment Bid Recommendation
Jackson Lake Substation
Bid # 16-033022

Dear Garey:

The City received sealed proposals on March 30, 2022, from ten suppliers solicited for providing substation equipment that will be installed at the City's Jackson Lake substation. Each bid was reviewed for compliance with the technical specifications, purchase price, and delivery. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I –Substation Structure

Substation Enterprises, Inc.
145 Commercial Court
PO Box 2010
Alabaster, AL 35007
Project #: FK-4146
Delivery: 22 -24 weeks

Description	Quantity	Unit Price	Total Price
Substation Structure and Appurtenances	Lump Sum	\$921,718.00	\$921,718.00

Schedule II – 115 kV Circuit Switcher

S&C Electric Company
C/O Chapman Company
PO Box 240748
Charlotte, NC 28224
Quote # 58389-2
Delivery: 36-38 weeks

Description	Quantity	Unit Price	Total Price
597738-BE8H1KMNRTT2VY	2	\$71,412.70	\$142,825.40

Schedule III – 15 kV Circuit Breakers

Myers Controlled Power
219 E. Maple Street
Suite 100/200E
North Canton, OH 44720
Quote # 0001981
Delivery 28 Weeks

Description	Quantity	Unit Price	Total Price
2000 A Main	2	\$22,905.00	\$45,810.00
1200 A Feeder	8	\$19,922.00	\$159,376.00
Total Sch. III			\$205,186.00

Schedule IV – Relay Panels

Birmingham Control Systems, Inc.
3779 Pine Lane
Bessemer, AL 35022
Quote # 22054
Delivery 14-16 Weeks

Description	Quantity	Unit Price	Total Price
Relay and Control Board (6)	Lump Sum	\$185,995.00	\$185,995.00

Schedule V – Power Transformers

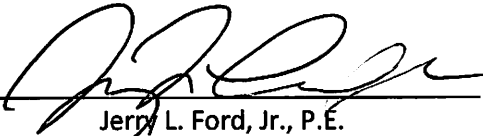
Virginia Transformer Corporation
220 Glade View Drive NE
Roanoke, VA 24012
Quote # G221001A
Delivery 35-37 Weeks

Description	Quantity	Unit Price	Total Price
Power Transformers	2	\$1,125,150	\$2,250,300.00
Offloading	2	Included	included
On site Assembly, Testing, Commissioning	2	Included	included
Total Sch. V			\$2,250,300.00

The total cost for the five recommended schedules is \$3,706,024.40. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Jerry L. Ford, Jr., P.E.
Senior Design Engineer

JLF/lc

cc: Mr. Tyler Berrier, PE
Mr. Philip Hiatt, PE



**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:



**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				

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Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

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TOTAL BUDGETED AMOUNT				

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PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: 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				

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PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: 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:

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 112 Chase Ave.

From: Thanena S. Wilson, Interim Director
Community Development & Housing

Meeting Date: 1/18/2022

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 112 Chase Avenue.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 8/4/2021. No action occurred by the compliance date of 9/6/2021. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

112 Chase Ave.

OWNER:

Christopher Alvarez & Domitila S. Cordoba

**REASON FOR
INSPECTION:**

Referral from HPPD in November 2019

**FIRST
INSPECTION:
11/5/2019**

Summary of Major Violations

1. Repair or replace all floor joists, subfloor and floor covering
2. Repair or replace required plumbing fixtures
3. Provide proper support for flooring system
4. Provide heating system

**HEARING
RESULTS:
8/4/2021**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
8/4/2021**

Order to Repair or Demolish
Date of Compliance 9/6/2021

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

Local Codes had originally started a minimum housing case in November of 2019, after receiving a complaint from the police department. The case was restarted in 2021 since we did not believe we had properly served all parties of interest. A new case was started in July of 2021, which all parties were properly notified.

On July 29, 2021 Brandon Alvarez contacted the case manager and informed her that he and his father would be coming back to High Point to make the repairs on the home. Mr. Alvarez stated that they had hired someone in 2019 to repair the flooring, but that the material was stolen by people who were squatting in the neighborhood. The inspector explained the minimum housing process to Mr. Alvarez.

On August 2, 2021, Brandon Alvarez emailed the inspector and stated that they would not be able to come back and start working on the house until the first part of 2022, but they would definitely secure the property and close it up in the meantime. They did not do that, therefore the city had to have the property secured in August of 2021, and previously in April of 2020.

Additionally, the city had to notify the property owner of public nuisance violations 5 times in 2021. The city had to abate them each time and place a lien on the property for the cost.

The Guilford County property taxes are delinquent in the amount of \$2,427.67 for the years of 2018, 2019, 2020 and 2021.

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

112 Chase Ave

OWNER (S)

Christopher Alvarez &
Domitila Soto Cordoba
1701 Blossom Ln. Apt 6
Madison, WI 53716

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 18th day of January, 2022

Lisa B. Vierling, City Clerk

112 Chase Avenue

POTTS AV

Site

CHASE AV

PROSPECT ST

EUGENE AV

FALA ST

EUGENE AV

WILKES ST

CLIFTON ST

SINCLAIR AV

W MARKET CENTER DR



Scale: 1"=200'

G:\Planning\Securite\ba\az
Inspections\PresentM to 200.mxd









CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Support for Dedicated Medical Center

From: Sandy Dunbeck, Director
High Point Economic Development

Meeting Date: April 18, 2022

Public hearing: No

Advertising Date: n/a

Attachments: Draft Resolution of Support

Advertised By: n/a

PURPOSE:

The High Point City Council is asked to approve a resolution of support for Dedicated Medical Center receiving a \$300,000 Building Reuse Grant from the State of North Carolina.

PROJECT & BACKGROUND:

Dedicated Medical Center, a subsidiary of ChenMed, has leased 131 Greensboro Rd. with plans to locate a primary medical care center servicing senior-citizen patients with Medicare Advantage insurance. In doing so, the company will invest \$1.7M in upfits and create 30 jobs within the first two years of operation with an average annual salary of \$90,339.

BUDGET IMPACT: N/A

RECOMMENDATION / ACTION REQUESTED:

The High Point Economic Development staff recommends that City Council approve a resolution of support for Dedicated Medical Center being awarded a Building Reuse Grant from the State of North Carolina.

**RESOLUTION IN SUPPORT OF THE STATE OF NORTH CAROLINA BUILDING REUSE
GRANT FOR CHENMED/DEDICATED MEDICAL CENTER NEW LOCATION IN HIGH
POINT, NC**

WHEREAS, the State of North Carolina (“State”) intends to approve a Building Reuse Grant (“Grant”) in the amount of \$300,000 for ChenMed/Dedicated Medical Center. (“Company”), which will be received by the City and passed on to the Company upon performance, as approved by the State; and

WHEREAS, the High Point City Council supports the State of North Carolina funding a Building Reuse Grant for the Company which is the largest family-owned, physician-led primary care provider serving the neediest and most underserved populations in the United States; and

WHEREAS, the funding will allow the company to reactivate a vacant building located at 131 Greensboro Rd., High Point and create 30 jobs paying much greater than Guilford County average wages within the first two years of the Company’s operation;

WHEREAS, the State requires that a resolution of support be adopted by the High Point City Council proclaiming its support for the Company and the funding; and

WHEREAS, the City believes that it is in the best interests of the citizens of High Point to encourage and support economic development within the City through the recruitment of new industries to the City and the expansion of existing industries in the City.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The High Point City Council hereby adopts this Resolution of Support for the State of North Carolina to provide a Building Reuse grant to ChenMed/Dedicated Medical Center for its new location in High Point, NC.
2. The Mayor and the City Clerk are hereby authorized to sign all necessary documents on behalf of the City.
3. This resolution shall become effective upon adoption.

This 18th day of April 2022.

ATTEST

Lisa B. Vierling,
City Clerk

Jay W. Wagner,
City of High Point Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Authorize the Issuance of Series 2022C General Obligation Refunding Bond

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: April 8, 2022

Public Hearing: No

Advertising Date : N/A-

Advertised By:

Attachments: Issuance Resolution

PURPOSE:

The Financial Services Department recommends that the City Council take the final step to authorize the issuance of up to \$7,152,000 Series 2022 General Obligation Refunding Bonds.

BACKGROUND:

The proposed resolution, prepared by the City's bond attorneys, provide staff the authorization to issue up to \$7,152,000 for refunding the Series 2012 General Obligation Bonds and Series 2012C Refunding General Obligation Bonds. Cash flow savings are in excess of \$196,000 over the next 10 years, however the bond can be refinanced anytime in the future without penalty. Final maturity dates will remain the same.

The LGC will consider the refunding authorization for approval at their May 5, 2022 meeting.

These are necessary legal proceedings for the issuance of refunding bonds.

BUDGET IMPACT:

The interest rate refunding savings will be built into the debt service budgets for the General Debt Service Fund and the Stormwater Fund in the 2022-2023 annual budget and successive years.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to approve the "Resolution of The City Council of The City of High Point, North Carolina Authorizing the Issuance of a General Obligation Refunding Bond, Series 2022C".

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on April 18, 2022:

Members Present:

Members Absent:

* * * * *

Councilmember _____ moved that the following resolution, a summary of which had been provided to each Councilmember and a copy of which was available with the City Clerk, be adopted:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2022C

WHEREAS, the Bond Order described below has been adopted, and it is desirable to make provision for the issuance of the Bond (as defined below) authorized by the Bond Order for the purpose of refunding the City of High Point, North Carolina General Obligation Public Improvement Bonds, Series 2012 maturing on and after March 1, 2023 and the City of High Point, North Carolina General Obligation Refunding Bonds, Series 2012 maturing on and after March 1, 2023 (collectively, the “*Refunded Bonds*”);

WHEREAS, the City Council previously adopted a resolution on March 21, 2022 authorizing the issuance of general obligation bonds for various purposes, including the refunding of the Refunded Bonds, via a publicly offered competitive sale process; however, the City subsequently received a proposal from Pinnacle Bank to purchase the Bond through a direct bank loan which the City has determined to be more advantageous to the City;

WHEREAS, the City of High Point, North Carolina desires to issue its General Obligation Refunding Bond, Series 2022C (the “*Bond*”) and to request that the Local Government Commission (the “*Commission*”) sell the Bond to Pinnacle Bank in accordance with the terms provided herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. For purposes of this Resolution, the following words will have the meanings ascribed to them below:

“*Bank*” means Pinnacle Bank, as the original purchaser of the Bond, and its successors and assigns.

“*Bond*” means the City’s General Obligation Refunding Bond, Series 2022C authorized under the Bond Order.

“*Bond Order*” means the bond order authorizing the City to issue general obligation refunding bonds to refund, among other bonds, the Refunded Bonds adopted by the City Council on March 7, 2022 and effective on its adoption.

“*Business Day*” means a day other than a Saturday or Sunday on which the Bank, at its principal corporate offices, is not required or authorized by law to remain closed.

“*City*” means the City of High Point, North Carolina.

“*City Council*” means the City Council of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

“*Commission*” means the Local Government Commission of North Carolina.

“*Default Rate*” means the interest rate in effect under the Bond immediately prior to the date the City defaults on its obligations to pay the principal of and interest on the Bond when due, plus 4.0% per annum; provided, however that the Default Rate shall not exceed the maximum rate of interest permitted by law.

“*Determination of Taxability*” means, with respect to the Bond, and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Owner that the Internal Revenue Service has assessed as includable in gross income the interest payments made by the City on the Bond and such assessment is due to the occurrence of an Event of Taxability or (b) the City or the Owner shall receive notice from the Internal Revenue Service that the interest payments made by the City on the Bond is includable in the gross income of the Owner for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

“*Event of Taxability*” means the occurrence or existence of any fact, event or circumstance caused by either the action or inaction of the City which has the effect of causing the interest payments on the Bond made by the City to be includable in the gross income of the Owner for federal income tax purposes.

“*Federal Securities*” means obligations permitted by Section 159-72 of the General Statutes of North Carolina, as may be amended from time-to-time, or any successor statute thereto.

“*Finance Officer*” means the City’s Financial Services Director or any successor to the function of the City’s statutory finance officer.

“*Inclusion Date*” means the effective date that the interest payments on the Bond made by the City is includable in the gross income of the Owner of the Bond as a result of a Determination of Taxability.

“*Owner*” means the registered owner of the Bond, which will initially be the Bank.

“*Pricing Certificate*” means the certificate of the Finance Officer, or his designee, delivered in connection with the issuance of the Bond which establishes the final principal amount, annual installment amounts and such other terms of the Bond consistent with this Resolution.

“Refunded Bonds” means, collectively, the City’s (a) General Obligation Public Improvement Bonds, Series 2012 maturing on and after March 1, 2023 and (b) General Obligation Refunding Bonds, Series 2012 maturing on and after March 1, 2023.

Section 2. The City will issue not to exceed \$7,200,000 in total aggregate principal amount of its Bond. The principal amount of the Bond will be set forth in the Pricing Certificate.

Section 3. The Bond will be dated its date of issuance and pay interest semiannually on March 1 and September 1, beginning September 1, 2022. The Bond is being issued to provide funds to refund all of the Refunded Bonds, described in and in accordance with the Bond Order, and to pay the costs of issuing the Bond.

Section 4. The Bond will mature on March 1, 2032 and is payable in annual installments. Such annual installments will be payable on March 1 in the years and the amounts set forth in the Pricing Certificate.

Section 5. The Bond will bear interest from its date at a rate of 1.96% per annum computed on the basis of a 360-day year of twelve 30-day months. If the City is in default of its obligations to pay the principal of and interest on the Bond when due, from the date of such default until the default has been remedied or waived by the Owner, all amounts payable on the Bond will bear interest at the Default Rate

Section 6. The Bond shall be registered as to principal and interest, and the Finance Officer, or his designee, will act as the initial “Registrar” and is directed to maintain the registration records with respect to the Bond, subject to the appointment of a successor as permitted by law. The Bond shall bear the original or facsimile signatures of the Mayor or City Manager and the City Clerk, or their respective designees. An original or facsimile of the seal of the City is to be imprinted on the Bond.

The Bond will be non-transferable, except to (a) an affiliate of the Bank or (b) a bank, insurance company or similar financial institution or any other entity approved by the Commission who executes an investor letter in a form and substance satisfactory to the Registrar. The Registrar has no obligation to pay any amounts due on the Bond to anyone other than the Owner as shown on the registration books kept by the Registrar.

Section 7. The Bond is subject to redemption, at the option of the City, from any money that may be made available for such purpose, either in whole or in part, on any Business Day, at the redemption price of 100% of the principal amount of Bond to be redeemed, plus accrued interest thereon to the redemption date. The City will give the Bank at least thirty days prior written notice of such redemption. The notice of redemption may state that it is conditional on sufficient money being available to pay the redemption price on the date fixed for redemption.

If the Bond is redeemed in part, such redemption shall be deemed a redemption of the principal amount of the Bond then outstanding in inverse order.

Section 8. The Bond and the provisions for the registration of the Bond and for the approval of the Bond by the Secretary of the Commission are to be in substantially the form set forth in Appendix A hereto. The Bond is to be numbered from “R-1” consecutively and upward.

Section 9. The Authorized Officers (as defined below) are hereby authorized to execute a non-arbitrage certificate with respect to the Bond in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 10. The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bond, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bond from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bond or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bond to be "arbitrage bonds" for purposes of Section 148 of the Code.

While the Bond is outstanding, in the event of a Determination of Taxability, the interest rate on the Bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on the Bond, taking into account any interest expense deductions lost by the Owner as a direct or indirect result of the Determination of Taxability. In addition, the City shall pay to the Owner (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the North Carolina Department of Revenue by reason of the Owner's failure to include the interest on the Bond in its gross income for income tax purposes, and (ii) additional interest as a result of the increase in the interest rate on all previous interest payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Owner shall provide the City and the Commission with a new debt service schedule for the Bond which reflects the adjustment of the interest rate on the Bond.

The City agrees to give prompt written notice to the Owner of the receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred while the Bond is outstanding.

Section 11. The Finance Officer is hereby directed to create and establish an account on the City's books and records to be designated "*City of High Point, North Carolina General Obligation Refunding Bonds, Series 2022C Costs of Issuance Account*" or such other name as the Finance Officer may determine (the "*Costs of Issuance Account*"). From the proceeds of the Bond, the State Treasurer shall (1) transfer the amount necessary for the refunding of the Refunded Bonds to the City and the City will transfer such amount to the registered owner of the Refunded Bonds and (2) transfer the balance of the proceeds from the sale of the Bond to the Costs of Issuance Account.

Proceeds on deposit in the Costs of Issuance Account will be used to pay the costs of issuing the Bond. Funds on deposit in the Costs of Issuance Account may be invested and reinvested by the Finance Officer as permitted by the laws of the State of North Carolina. The Finance Officer will keep and maintain adequate records pertaining to the proceeds of the Bond and each account and all disbursements from each account so as to satisfy the requirements of the laws of the State of North Carolina and assure that the City maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation. To the extent any funds remain in the Costs of Issuance Fund on September 1, 2022, the Finance Officer will apply the remaining proceeds of the Bonds to pay interest on the Bond on September 1, 2022.

Section 12. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Commission is hereby requested to sell the Bond through a direct bank loan at private sale without advertisement to the Bank subject to the provisions hereof as permitted by Sections 159-123(b)(5) and 159-123(c) of the General Statutes of North Carolina, as amended. The Bond will be sold at a price of 100% of the par amount of the Bond and at an interest rate not to exceed the interest rate set forth herein. The Finance Officer, or his designee, is authorized to deliver the Pricing Certificate and approve any further changes to or additional terms of the Bond set forth in this Resolution in the Pricing Certificate.

Section 14. The Mayor, the City Manager, the Finance Officer and the City Clerk, and their respective designees (collectively, the “*Authorized Officers*”) are hereby authorized and directed, individually or collectively, to execute and deliver for and on behalf of the City the Bond to be prepared and, when it shall have been duly sold by the Commission, to execute the Bond and to turn the Bond over to the registrar and transfer agent of the City for delivery to the Bank.

Section 15. The Authorized Officers are authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions permits such officers to take the authorized actions either individually or collectively.

Section 16. Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the Owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the Owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes.

All other amendments or supplements to this Resolution require the consent of the Owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable. Any act done pursuant to a modification or amendment consented to by the Owner of the Bond is binding on any Owner of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no Owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution, the City shall cause notice of the proposed amendment to be sent to each Owner by first-class mail, postage prepaid, to the address of such Owner as it appears on the registration books; but the failure to receive such notice by mailing by any Owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at City for inspection by any Owner.

Section 17. Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the Owner the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust

account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, to the extent permitted by law, such Bond will be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) will no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the Owner that such money is so available for such payment.

Section 18. The City agrees that it will furnish the Bank (i) current audited financial statements within 210 days of the end of the City's fiscal year prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute and (ii) a copy of the City's annual budget within 30 days of adoption. The City may satisfy this requirement by making the aforementioned financial statements available in electronic format on its public governmental website in the required timeframe.

Section 19. If the date for making any payment, or the date for performance of any act or the exercising of any right, as provided in this Resolution, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest will accrue for the period after such nominal date.

Section 20. All acts and doings of the Authorized Officers that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond are in all respects ratified, approved and confirmed.

Section 21. If any one or more of the agreements or provisions contained in this Resolution is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Resolution or of the Bond authorized hereunder.

Section 22. All resolutions or parts thereof of the Board in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded and repealed. The provisions of the resolution of the City Council adopted on March 21, 2022 related to the issuance of the 2022C Bonds (as defined in that resolution) are hereby repealed and superseded by this Resolution.

Section 23. After the issuance of the Bond, the remaining amount of the Bond Order that is authorized but unissued will be deemed repealed.

Section 24. This Resolution is effective on its adoption.

STATE OF NORTH CAROLINA)
) ss:
CITY OF HIGH POINT)

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2022C**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 18th day of April, 2022 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of April, 2022.

City Clerk
City of High Point, North Carolina

(SEAL)

APPENDIX A
FORM OF BOND

No. R-1

\$[_____]

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF HIGH POINT

INTEREST

RATE

1.96%

MATURITY DATE

MARCH 1, 2032

DATED DATE

MAY [], 2022

REGISTERED OWNER: PINNACLE BANK

PRINCIPAL SUM: [AMOUNT] DOLLARS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2022C

THE CITY OF HIGH POINT, NORTH CAROLINA (the “City”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above (computed on the basis of a 360-day year of twelve 30-day months), payable on September 1, 2022 and semiannually thereafter on March 1 and September 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to the Registered Owner at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, a bond order adopted by the City Council of the City on March 7, 2022 and effective on the date of its adoption and a bond resolution adopted by the City Council on April 18, 2022. The Bond is being issued to refund the City’s General Obligation Public Improvement Bonds, Series 2012 maturing on and after March 1, 2023 and General Obligation Refunding Bonds, Series 2012 maturing on and after March 1, 2023 and to pay the costs of issuing the Bond.

This Bond is payable in annual installments on each March 1 in the years and in the amounts as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2023	\$	2028	\$
2024		2029	
2025		2030	
2026		2031	
2027		2032*	

* Maturity

The Bond is subject to redemption, at the option of the City, from any money that may be made available for such purpose, either in whole or in part, on any Business Day, at the redemption price of 100% of the principal amount of Bond to be redeemed, plus accrued interest thereon to the redemption date. The City will give the Bank at least thirty days prior written notice of such redemption. The notice of redemption may state that it is conditional on sufficient money being available to pay the redemption price on the date fixed for redemption.

While this Bond is outstanding, in the event of a Determination of Taxability, the interest rate on this Bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on this Bond, taking into account any interest expense deductions lost by the Owner as a direct or indirect result of the Determination of Taxability. In addition, the City shall pay to the Owner (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the North Carolina Department of Revenue by reason of the Owner's failure to include the interest on this Bond in its gross income for income tax purposes, and (ii) additional interest as a result of the increase in the interest rate on all previous interest payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Owner shall provide the City and the Commission with a new debt service schedule for this Bond which reflects the adjustment of the interest rate on this Bond.

If the City is in default of its obligations to pay the principal of and interest on this Bond when due, from the date of such default until the default has been remedied or waived by the Owner, all amounts payable on this Bond will bear interest at the Default Rate.

THIS BOND WILL BE NON-TRANSFERABLE, EXCEPT TO (A) AN AFFILIATE OF THE INITIAL REGISTERED OWNER OR (B) A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR ANY OTHER ENTITY APPROVED BY THE NORTH CAROLINA LOCAL GOVERNMENT COMMISSION WHO EXECUTES AN INVESTOR LETTER IN A FORM AND SUBSTANCE SATISFACTORY TO THE REGISTRAR FOR THE BOND.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond shall not be valid or become obligatory for any purpose until the certification hereon shall have been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

City Clerk

Mayor

Date of Execution: May __, 2022

The issue hereof has been approved under the provisions of The Local Government Bond Act.

SHARON G. EDMUNDSON
Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____
Signature guaranteed by:

NOTICE: Signature must be guaranteed by a
Participant in the Securities Transfer Agent
Medallion Program ("Stamp") or similar
program.

NOTICE: The signature to this assignment must
correspond with the name as it appears on the face of
the within Bond in every particular, without
alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on April 18, 2022:

Members Present: Mayor Jay Wagner, Mayor Pro Tem Monica Peters, Council Member Britt W. Moore, Council Member Tyrone Johnson, Council Member Cyril Jefferson, Council Member Wesley Hudson, Council Member Victor Jones, Council Member Michael Holmes

Members Absent: Council member Christopher Williams

* * * * *

Councilmember Britt Moore moved that the following resolution, a summary of which had been provided to each Councilmember and a copy of which was available with the City Clerk, be adopted:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2022C

WHEREAS, the Bond Order described below has been adopted, and it is desirable to make provision for the issuance of the Bond (as defined below) authorized by the Bond Order for the purpose of refunding the City of High Point, North Carolina General Obligation Public Improvement Bonds, Series 2012 maturing on and after March 1, 2023 and the City of High Point, North Carolina General Obligation Refunding Bonds, Series 2012 maturing on and after March 1, 2023 (collectively, the “*Refunded Bonds*”);

WHEREAS, the City Council previously adopted a resolution on March 21, 2022 authorizing the issuance of general obligation bonds for various purposes, including the refunding of the Refunded Bonds, via a publicly offered competitive sale process; however, the City subsequently received a proposal from Pinnacle Bank to purchase the Bond through a direct bank loan which the City has determined to be more advantageous to the City;

WHEREAS, the City of High Point, North Carolina desires to issue its General Obligation Refunding Bond, Series 2022C (the “*Bond*”) and to request that the Local Government Commission (the “*Commission*”) sell the Bond to Pinnacle Bank in accordance with the terms provided herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. For purposes of this Resolution, the following words will have the meanings ascribed to them below:

“Bank” means Pinnacle Bank, as the original purchaser of the Bond, and its successors and assigns.

“Bond” means the City’s General Obligation Refunding Bond, Series 2022C authorized under the Bond Order.

“Bond Order” means the bond order authorizing the City to issue general obligation refunding bonds to refund, among other bonds, the Refunded Bonds adopted by the City Council on March 7, 2022 and effective on its adoption.

“Business Day” means a day other than a Saturday or Sunday on which the Bank, at its principal corporate offices, is not required or authorized by law to remain closed.

“City” means the City of High Point, North Carolina.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

“Commission” means the Local Government Commission of North Carolina.

“Default Rate” means the interest rate in effect under the Bond immediately prior to the date the City defaults on its obligations to pay the principal of and interest on the Bond when due, plus 4.0% per annum; provided, however that the Default Rate shall not exceed the maximum rate of interest permitted by law.

“Determination of Taxability” means, with respect to the Bond, and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Owner that the Internal Revenue Service has assessed as includable in gross income the interest payments made by the City on the Bond and such assessment is due to the occurrence of an Event of Taxability or (b) the City or the Owner shall receive notice from the Internal Revenue Service that the interest payments made by the City on the Bond is includable in the gross income of the Owner for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by either the action or inaction of the City which has the effect of causing the interest payments on the Bond made by the City to be includable in the gross income of the Owner for federal income tax purposes.

“Federal Securities” means obligations permitted by Section 159-72 of the General Statutes of North Carolina, as may be amended from time-to-time, or any successor statute thereto.

“Finance Officer” means the City’s Financial Services Director or any successor to the function of the City’s statutory finance officer.

“Inclusion Date” means the effective date that the interest payments on the Bond made by the City is includable in the gross income of the Owner of the Bond as a result of a Determination of Taxability.

“Owner” means the registered owner of the Bond, which will initially be the Bank.

“Pricing Certificate” means the certificate of the Finance Officer, or his designee, delivered in connection with the issuance of the Bond which establishes the final principal amount, annual installment amounts and such other terms of the Bond consistent with this Resolution.

“Refunded Bonds” means, collectively, the City’s (a) General Obligation Public Improvement Bonds, Series 2012 maturing on and after March 1, 2023 and (b) General Obligation Refunding Bonds, Series 2012 maturing on and after March 1, 2023.

Section 2. The City will issue not to exceed \$7,200,000 in total aggregate principal amount of its Bond. The principal amount of the Bond will be set forth in the Pricing Certificate.

Section 3. The Bond will be dated its date of issuance and pay interest semiannually on March 1 and September 1, beginning September 1, 2022. The Bond is being issued to provide funds to refund all of the Refunded Bonds, described in and in accordance with the Bond Order, and to pay the costs of issuing the Bond.

Section 4. The Bond will mature on March 1, 2032 and is payable in annual installments. Such annual installments will be payable on March 1 in the years and the amounts set forth in the Pricing Certificate.

Section 5. The Bond will bear interest from its date at a rate of 1.96% per annum computed on the basis of a 360-day year of twelve 30-day months. If the City is in default of its obligations to pay the principal of and interest on the Bond when due, from the date of such default until the default has been remedied or waived by the Owner, all amounts payable on the Bond will bear interest at the Default Rate

Section 6. The Bond shall be registered as to principal and interest, and the Finance Officer, or his designee, will act as the initial “Registrar” and is directed to maintain the registration records with respect to the Bond, subject to the appointment of a successor as permitted by law. The Bond shall bear the original or facsimile signatures of the Mayor or City Manager and the City Clerk, or their respective designees. An original or facsimile of the seal of the City is to be imprinted on the Bond.

The Bond will be non-transferable, except to (a) an affiliate of the Bank or (b) a bank, insurance company or similar financial institution or any other entity approved by the Commission who executes an investor letter in a form and substance satisfactory to the Registrar. The Registrar has no obligation to pay any amounts due on the Bond to anyone other than the Owner as shown on the registration books kept by the Registrar.

Section 7. The Bond is subject to redemption, at the option of the City, from any money that may be made available for such purpose, either in whole or in part, on any Business Day, at the redemption price of 100% of the principal amount of Bond to be redeemed, plus accrued interest thereon to the redemption date. The City will give the Bank at least thirty days prior written notice of such redemption. The notice of redemption may state that it is conditional on sufficient money being available to pay the redemption price on the date fixed for redemption.

If the Bond is redeemed in part, such redemption shall be deemed a redemption of the principal amount of the Bond then outstanding in inverse order.

Section 8. The Bond and the provisions for the registration of the Bond and for the approval of the Bond by the Secretary of the Commission are to be in substantially the form set forth in Appendix A hereto. The Bond is to be numbered from “R-1” consecutively and upward.

Section 9. The Authorized Officers (as defined below) are hereby authorized to execute a non-arbitrage certificate with respect to the Bond in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 10. The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bond, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bond from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bond or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bond to be "arbitrage bonds" for purposes of Section 148 of the Code.

While the Bond is outstanding, in the event of a Determination of Taxability, the interest rate on the Bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on the Bond, taking into account any interest expense deductions lost by the Owner as a direct or indirect result of the Determination of Taxability. In addition, the City shall pay to the Owner (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the North Carolina Department of Revenue by reason of the Owner's failure to include the interest on the Bond in its gross income for income tax purposes, and (ii) additional interest as a result of the increase in the interest rate on all previous interest payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Owner shall provide the City and the Commission with a new debt service schedule for the Bond which reflects the adjustment of the interest rate on the Bond.

The City agrees to give prompt written notice to the Owner of the receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred while the Bond is outstanding.

Section 11. The Finance Officer is hereby directed to create and establish an account on the City's books and records to be designated "*City of High Point, North Carolina General Obligation Refunding Bonds, Series 2022C Costs of Issuance Account*" or such other name as the Finance Officer may determine (the "*Costs of Issuance Account*"). From the proceeds of the Bond, the State Treasurer shall (1) transfer the amount necessary for the refunding of the Refunded Bonds to the City and the City will transfer such amount to the registered owner of the Refunded Bonds and (2) transfer the balance of the proceeds from the sale of the Bond to the Costs of Issuance Account.

Proceeds on deposit in the Costs of Issuance Account will be used to pay the costs of issuing the Bond. Funds on deposit in the Costs of Issuance Account may be invested and reinvested by the Finance Officer as permitted by the laws of the State of North Carolina. The Finance Officer will keep and maintain adequate records pertaining to the proceeds of the Bond and each account and all disbursements from each account so as to satisfy the requirements of the laws of the State of North Carolina and assure that the City maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation. To the extent any funds remain in the Costs of Issuance Fund on September 1, 2022, the Finance Officer will apply the remaining proceeds of the Bonds to pay interest on the Bond on September 1, 2022.

Section 12. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Commission is hereby requested to sell the Bond through a direct bank loan at private sale without advertisement to the Bank subject to the provisions hereof as permitted by Sections 159-123(b)(5) and 159-123(c) of the General Statutes of North Carolina, as amended. The Bond will be sold at a price of 100% of the par amount of the Bond and at an interest rate not to exceed the interest rate set forth herein. The Finance Officer, or his designee, is authorized to deliver the Pricing Certificate and approve any further changes to or additional terms of the Bond set forth in this Resolution in the Pricing Certificate.

Section 14. The Mayor, the City Manager, the Finance Officer and the City Clerk, and their respective designees (collectively, the "*Authorized Officers*") are hereby authorized and directed, individually or collectively, to execute and deliver for and on behalf of the City the Bond to be prepared and, when it shall have been duly sold by the Commission, to execute the Bond and to turn the Bond over to the registrar and transfer agent of the City for delivery to the Bank.

Section 15. The Authorized Officers are authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions permits such officers to take the authorized actions either individually or collectively.

Section 16. Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the Owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the Owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes.

All other amendments or supplements to this Resolution require the consent of the Owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable. Any act done pursuant to a modification or amendment consented to by the Owner of the Bond is binding on any Owner of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no Owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution, the City shall cause notice of the proposed amendment to be sent to each Owner by first-class mail, postage prepaid, to the address of such Owner as it appears on the registration books; but the failure to receive such notice by mailing by any Owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at City for inspection by any Owner.

Section 17. Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the Owner the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, to the extent permitted by law, such Bond will be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) will no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the Owner that such money is so available for such payment.

Section 18. The City agrees that it will furnish the Bank (i) current audited financial statements within 210 days of the end of the City's fiscal year prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute and (ii) a copy of the City's annual budget within 30 days of adoption. The City may satisfy this requirement by making the aforementioned financial statements available in electronic format on its public governmental website in the required timeframe.

Section 19. If the date for making any payment, or the date for performance of any act or the exercising of any right, as provided in this Resolution, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest will accrue for the period after such nominal date.

Section 20. All acts and doings of the Authorized Officers that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond are in all respects ratified, approved and confirmed.

Section 21. If any one or more of the agreements or provisions contained in this Resolution is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Resolution or of the Bond authorized hereunder.

Section 22. All resolutions or parts thereof of the Board in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded and repealed. The provisions of the resolution of the City Council adopted on March 21, 2022 related to the issuance of the 2022C Bonds (as defined in that resolution) are hereby repealed and superseded by this Resolution.

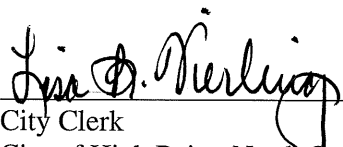
Section 23. After the issuance of the Bond, the remaining amount of the Bond Order that is authorized but unissued will be deemed repealed.

Section 24. This Resolution is effective on its adoption.

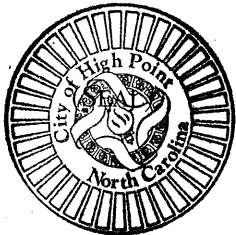
STATE OF NORTH CAROLINA)
)
CITY OF HIGH POINT) ss:

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2022C**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 18th day of April, 2022 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the 21st day of April, 2022.



City Clerk
City of High Point, North Carolina



CITY OF HIGH POINT

RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF HIGH POINT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of water and wastewater treatment plants, and

WHEREAS, The City of High Point has need for and intends to rehabilitate its wastewater collection infrastructure with two projects described as Upper Boulding and Whites Mill Lift Station and Force Main Extension, and

WHEREAS, The City of High Point intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, The City of High Point will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the City of High Point will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the City of High Point agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of High Point to make scheduled repayment of the loan, to withhold from the City of High Point any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the City of High Point will provide for efficient operation and maintenance of the project on completion of construction thereof.

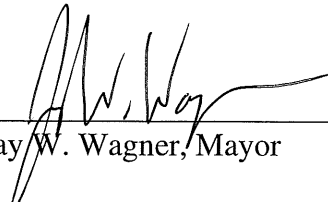
That Tasha Logan Ford, City Manager, the authorized official of the City of High Point, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of High Point with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the City of High Point, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of High Point has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

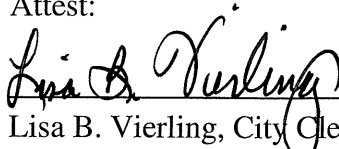
Adopted by High Point City Council this 18th day of April 2022 in High Point, North Carolina.

[SEAL]

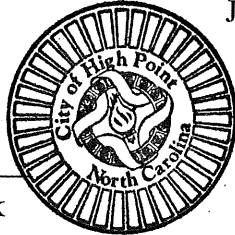


Jay W. Wagner, Mayor

Attest:

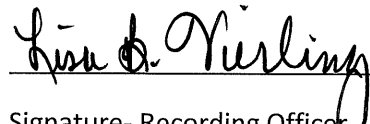


Lisa B. Vierling, City Clerk



CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the High Point City Council duly held on the 18th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April, 2022.



Signature- Recording Officer

City Clerk

Title- Recording Officer

CITY OF HIGH POINT

AGENDA ITEM



Title: HPPD Police Headquarters elevator modernization

From: Eric Olmedo, Assistant City Manager

Public Hearing: No

Attachments: Kone Modernization proposal
Bid recommendation form

Meeting Date: April 18, 2022

Advertising Date / N/A-

Advertised By:

PURPOSE:

Consider a contract with Kone, Inc. to modernize the two existing elevators at the HPPD Headquarters building at 1730 Westchester Drive. The contract amount is for \$282,780.18.

BACKGROUND:

The HPPD Headquarters building located at 1730 Westchester includes two elevators that are original to the building, which was constructed in 1980. Minor upgrades were done to the existing elevators as part of the renovation project, but there was not a full-scale modernization of the mechanical systems. As the units received more use after completion of the renovation and personnel moved into the building, there have been numerous maintenance issues. Kone, Inc. has determined that a complete modernization of the units is needed to increase the reliability and safety of the units. Some of the upgrades will include replacement of all the existing wiring, conduit and duct from the machine room, new door panels and operating systems, light curtains, guide shoes and power units.

BUDGET IMPACT:

The total cost of this contract is \$282,780.18. Existing appropriations in the General Fund have been identified for this contract amount.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends and asks the Council to approve the contract with Kone, Inc. in the amount of \$282,780.18.

U.S. Communities Contract # GENRL-EV2516**Exhibit 4**

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

City of High Point Police Department
1730 Westchester Drive
High Point, NC 27262



The following **2022** rates will be utilized for any additional work requested outside the modernization scope of work for the calendar year of **2022**. Any work negotiated or required in **2023** shall be subject to the **2023** US Communities rate structure.

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	Premium Portion (.7)	SUNDAYS/ HOLIDAYS
80	Greensboro / Raleigh-Durham, NC MECHANIC	\$ 193.21	\$ 328.46	\$ 135.25	\$ 386.43
80	Greensboro / Raleigh-Durham, NC HELPER	\$ 165.49	\$ 281.34	\$ 115.84	\$ 330.98
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS			
80	Greensboro / Raleigh-Durham, NC	10% profit and 15% overhead from list			

Price Summary:

Scope of Work	Price
Base Modernization Bid	\$282,780.18

Detailed Pricing Breakdown:

US Communities Base Bid Modernization	Hours/Cost	Rate	Sell
Regular Time Mechanic	180 Hours	\$193.21	\$34,777.80
Regular Time Helper	180 Hours	\$165.49	\$29,788.20
Overtime Premium Mech	0 Hours	\$135.25	\$0.00
Overtime Premium Helper	0 Hours	\$115.84	\$0.00
Subcontract Work			\$0.00
Material inclusive of Tax	\$61,459.27	10%+15%	\$76,824.09

Total Per Unit			\$141,390.09
Quantity of Units			2
Total for 3 Units			\$282,780.18

APPLICABLE LAW

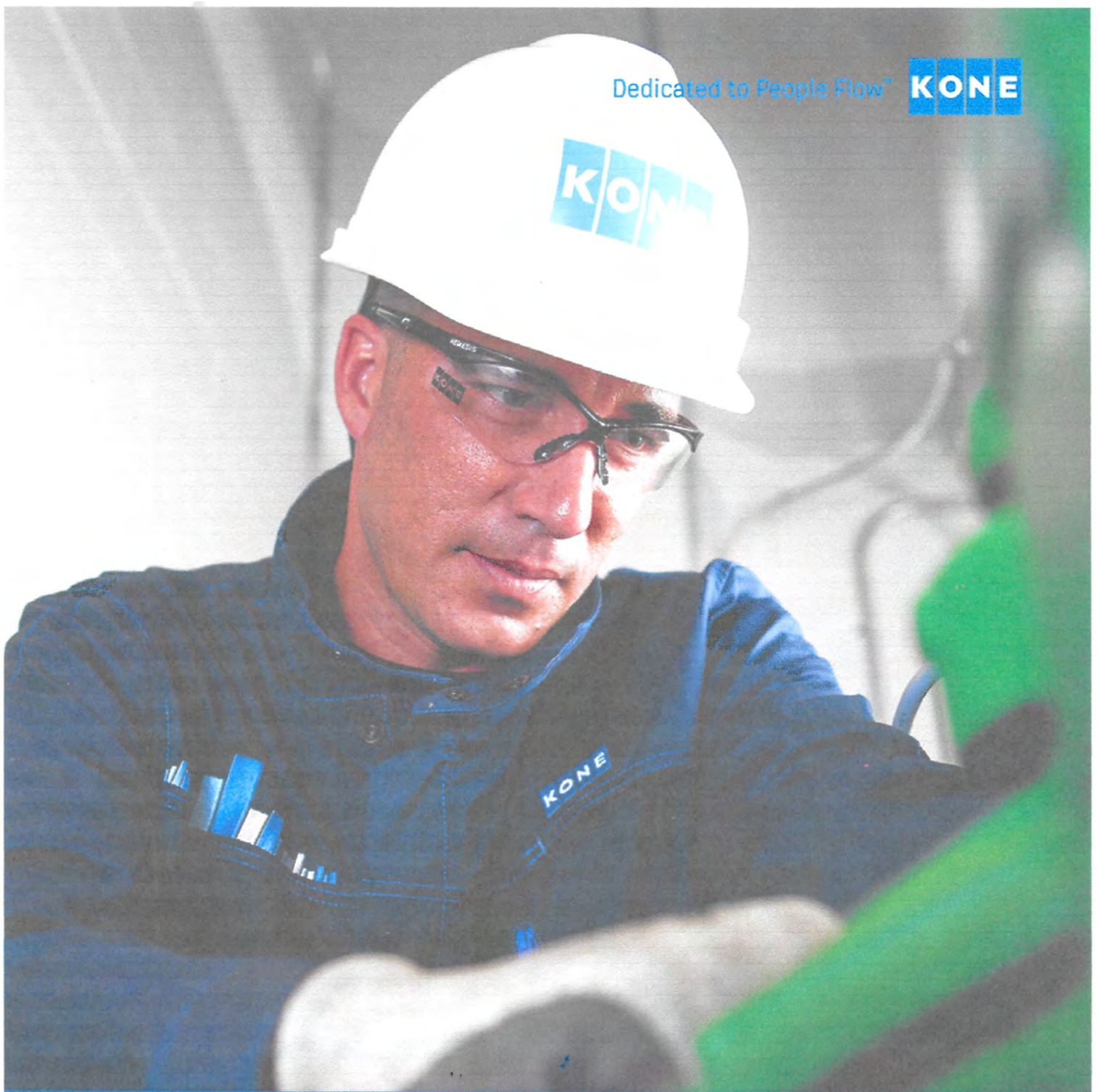
This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by the laws of the State of North Carolina.

PAYMENT TERMS

Payments are due 30 days from invoice date, based on work progress as follows:

- A. Customer agrees to pay thirty percent (30%) of the Agreement amount including any accepted options and/or alternates upon acceptance of this Agreement.
- B. Monthly progress billings may be issued by KONE to cover labor expended and materials stored on or off site during the month.
- C. Customer agrees to pay the amount of any tax imposed by any existing law, or by any enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein.
- D. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. Simple interest at 1.5% per month will be charged on amounts not paid when due. In the event of default on the payment provisions herein, Customer agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs in connection therewith, and all prejudgment interest.

Dedicated to People Flow™



KONE MODERNIZATION PROPOSAL

Proposal:
Proposal Date:

City of High Point Police Department - Modernization
04/07/2022



City of High Point
Police Department
1730 Westchester Drive
High Point, NC 27262

Attention: Mr. Eric Davis

Reference: Hydraulic Elevator Modernization

04/07/2022

KONE Inc.
Elevators & Escalators

1501 Center Park Drive
Charlotte, NC, 28217
Mobile (504) 206-7930
mark.adams@kone.com
www.kone.us

Dear Mr. Davis:

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$282,780.18** (incl. use tax):

High Point Police Department, 1730 Westchester Drive, High Point, NC 27262

- This proposal is based on 2022 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: +/- 4 weeks per unit for modernization + 1 week for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Mark Adams

Mark Adams
Senior Sales Executive

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1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



over
150k
installation yearly
worldwide

over
1.4M
units
maintained

60,000+
employees



550,000
customers worldwide

9

"World's Most Innovative
Companies"
awards by Forbes

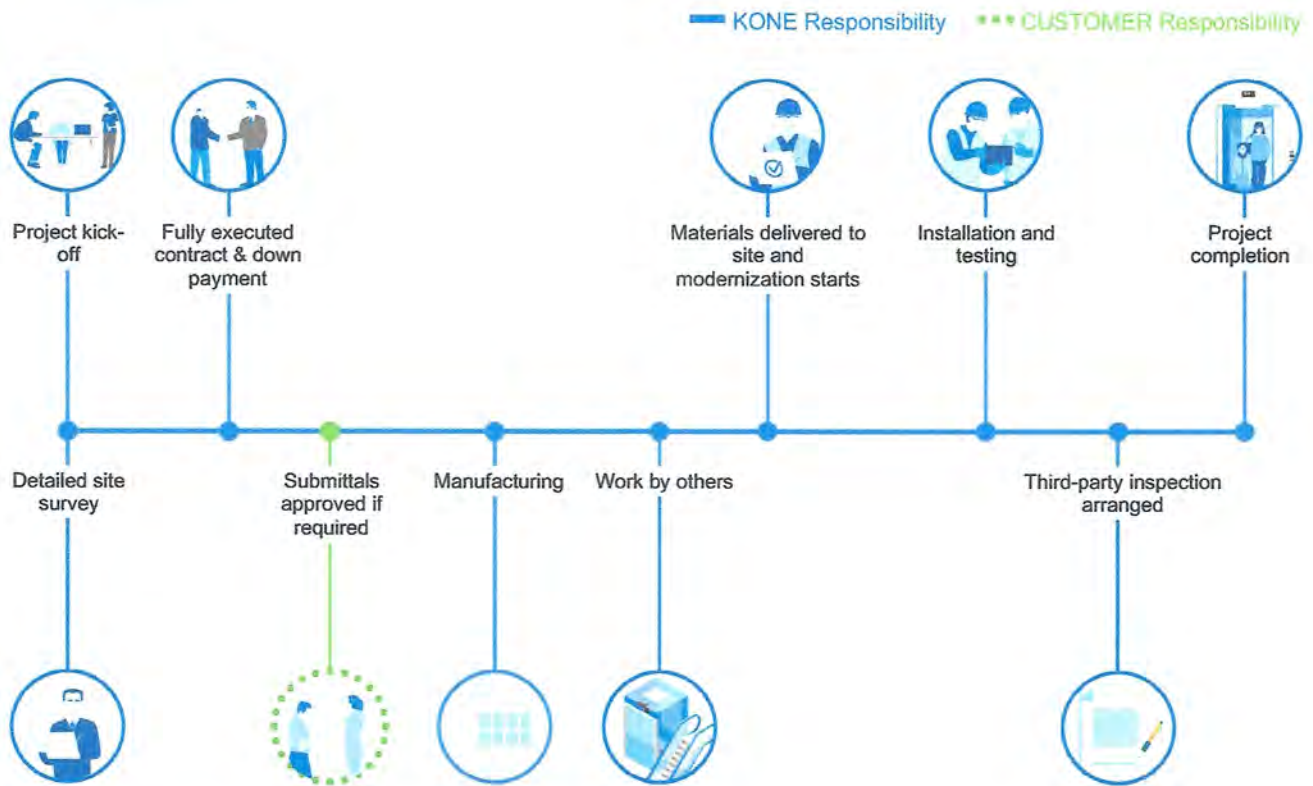
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

3. Your solution

Rated load	2500 lbs
Rated speed	100 fpm
Travel height	30 ft 0 in
Number of floors	4 floors / 4 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	100 fpm
Travel height	30 ft 0 in
Number of floors	4 floors / 4 front openings / 0 rear opening

Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.



A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

KONE 24/7 Emergency Video Communications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

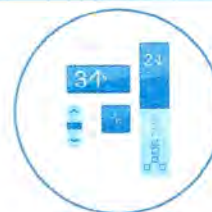
- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center

A valid service contract with KONE, including KONE 24/7 Emergency Video Communications and KONE 24/7 Connected Services, must be active. These services are included in the proposal for the duration of the warranty maintenance period (if offered). Sufficient AT&T cellular connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications. If the elevator has 60' of travel or more, add: A Windows-based PC that meets the requirements of 24/7 Emergency Video Communications, must be provided by others.

Fixtures

Custom Fixtures

New signalization shall be provided as required.



Doors

Door Panel(s)

New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.

KONE ReNova Door Operator

A KONE ReNova closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.



Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

Shaft equipment

Guide Shoes

New roller guide assemblies shall be provided.



Hydraulic equipment

Field Pipe & Accessories

New field pipe and or accessories shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.



Solution details

Elevator / Solution 1

Electrification

Product name KONE HydroMod DX

Elevator group size	Duplex
Code year	2019
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Qty of hall call lockout switches	0
Qty of priority service switches	0
Qty FPO Hall Stations	0
Interface to Lobby/Fire Panel	Yes
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Positive Pressure Switch	Yes
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Product name **KONE 24/7 Emergency Video Communications**

Qty of COPs	1
24/7 Emergency Communications	24/7 Emergency Communications shall be provided.



Fixtures

Product name **Custom Fixtures**

Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	4
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	0
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	2
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0

Qty of hoistway access switches 2

Doors

Product name Door Panel(s)

Car panel finishing material New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.

Door type Single speed center opening.

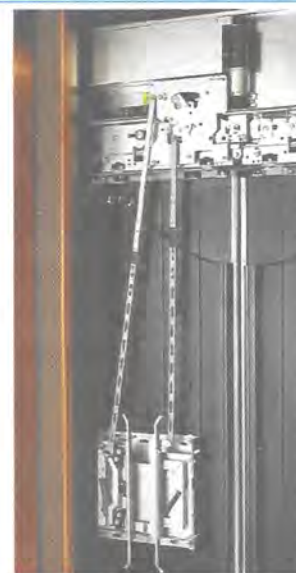


Product name KONE ReNova Door Operator

NEMA rating (HW) Hoistway rating is NEMA 1.

Door type Single speed center opening.

Door package type KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.



Product name Curtain of Light

Code year 2019

NEMA rating (HW) Hoistway rating is NEMA 1.

Type of curtain of light This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Shaft equipment

Product name Guide Shoes

New car guide shoes	New spring dampened roller guide shoes will be provided.
Car guide shoe type	HW #378 (Roller)

Hydraulic equipment

Product name Field Pipe & Accessories

Field Pipe Length (in)	240
Field Pipe Size	2"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	A manual safety valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.
Mainline Strainer	A main line strainer will be provided in the oil line.
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Product name Power Unit

Type of power unit	Submersible
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Loadweigh pressure switch	A Load Weighing device will be provided which will continuously monitor the load in the elevator car. The load-weighing device provides information necessary for the Overload Feature to operate.
Low Oil Switch	An Up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.
Overflow Connection	Yes
Positive Pressure Switch	Yes
Qty Jacks per Car	1



Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.
Tank Drain Connection	Yes

Elevator / Solution 1

Electrification

Product name KONE HydroMod DX

Elevator group size	Duplex
Code year	2019
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Qty of hall call lockout switches	0
Qty of priority service switches	0
Qty FPO Hall Stations	0
Interface to Lobby/Fire Panel	Yes
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Positive Pressure Switch	Yes
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Product name **KONE 24/7 Emergency Video Communications**

Qty of COPs	1
24/7 Emergency Communications	24/7 Emergency Communications shall be provided.



Fixtures

Product name **Custom Fixtures**

Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	0
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	0
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	2
Qty of lobby/fire panels	0
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0

Qty of hoistway access switches 2

Doors

Product name Door Panel(s)

Car panel finishing material New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.

Door type Single speed center opening.

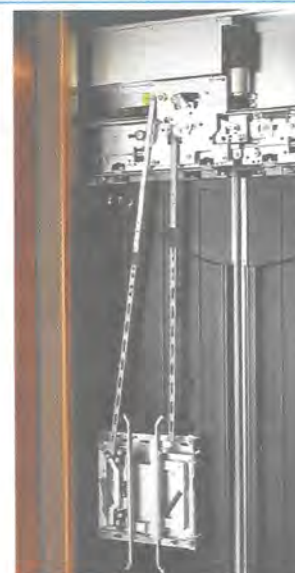


Product name KONE ReNova Door Operator

NEMA rating (HW) Hoistway rating is NEMA 1.

Door type Single speed center opening.

Door package type KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.



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Code year 2019

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Type of curtain of light This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Shaft equipment

Product name Guide Shoes

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Car guide shoe type	HW #378 (Roller)

Hydraulic equipment

Product name Field Pipe & Accessories

Field Pipe Length (in)	240
Field Pipe Size	2"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	A manual safety valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.
Mainline Strainer	A main line strainer will be provided in the oil line.
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Product name Power Unit

Type of power unit	Submersible
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Loadweigh pressure switch	A Load Weighing device will be provided which will continuously monitor the load in the elevator car. The load-weighing device provides information necessary for the Overload Feature to operate.
Low Oil Switch	An Up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.
Overflow Connection	Yes
Positive Pressure Switch	Yes
Qty Jacks per Car	1



Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.
Tank Drain Connection	Yes

4. Commercial Offer

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 15 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

+/- 4 weeks per unit

Warranty/maintenance

Our Proposal includes KONE 24/7 Connected Services for the duration of 12 months.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Equipment	Shaft equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	•	\$ 141,390.09
Elevator: Solution 1	•	•	•	•	•	\$ 141,390.09
Total Sales Price, net including TAX						\$ 282,780.18

Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1	N/A
Alternate 2	N/A
Alternate 3	N/A
Alternate 4	N/A

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

5. Services included

KONE 24/7 Connected Services

KONE 24/7 Connected Services is a round-the-clock diagnostics service that gathers data on your equipment's condition. We analyze this data and use it to make intelligent and proactive decisions on how to solve any potential problems – even before they occur. KONE 24/7 Connected Services helps you to optimize the lifetime value of your assets from day one and gives you peace of mind by keeping you fully informed about the condition of your equipment and any maintenance activities we carry out.





6. Tender Approval

KONE

Mark Adams
1501 Center Park Drive
Charlotte, NC, 28217
mark.adams@kone.com

Owner/Representative

City of High Point
Police Department
1730 Westchester Drive
High Point, NC 27262

Submitted by:

Mark Adams
Sr Sales Executive
03/28/2022

We accept the offer constituted by this proposal (total sales price of \$282,780.18, incl. use tax) and agree to the conditions contained therein.

Approved by Customer

Printed name:
Title:
Company name:
Date:

Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter ("Equipment"), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect, repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others ("Work by Other Trades") that may be required in conjunction with the elevator modernization performed by KONE (the "Work"). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE's Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code; standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0".
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4".
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.



**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:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

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Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

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REQUEST FOR COUNCIL APPROVAL**

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Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Leaf Truck Bed and Boom Replacement

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: April 18, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Streets Division had an accident on 1/5/2022 which resulted in damage to the bed and boom of the truck. The unit is a 2019 Freightliner M2-10 Leaf Truck. This is a sole source item due to the nature of the components and the purchase from Carolina Industrial Equipment, LLC is being recommended for council approval.

BACKGROUND:

The Streets Division had an accident with a 2019 Freightliner M2-10 Leaf Truck that resulted with damage to the bed and boom. The bed and boom will have to be replaced due to extensive damage. The damaged parts are ODB brand and the only dealer in North Carolina is Carolina Industrial Equipment, LLC. The price of \$55,811.41 is for the parts, labor, and freight. The estimated delivery is 90-120 days.

BUDGET IMPACT:

Funds are available in 2021-22 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the bed and boom from the only authorized ODB dealer in North Carolina, which is Carolina Industrial Equipment, LLC.



Carolina Industrial Equipment, LLC PO Box 667907 Charlotte, NC 28266
Phone: 704-588-4522 Fax: 704-588-2592

WO# 25885

REPAIR ESTIMATE WORKSHEET

Date: 03/01/22

Prepared by: Allen Lineberger

Customer: City of High Point

Equipment: ODB SCL800SM25

Location: 3524 Triangle Lake Rd High Point, NC 27260

Serial #: 1118-8050 (Unit# 932)

Phone: 3368833443

Fax:

Contact: Shannon

P.O. #:

General description of work to be performed: Replace Damaged Parts, Bed and Boom;

Part #	Description	Qty.	Price ea.	Total price	# of hours
STD.2213A	Strobe Light	2	\$ 101.06	\$ 202.12	
800.707B	Boom Mast	1	\$ 725.42	\$ 725.42	
LCT616.606MA.2	Boom Arm, Up/Down	1	\$ 1,242.27	\$ 1,242.27	
LCT616.606MA.1	Boom Arm, In/Out	1	\$ 1,002.60	\$ 1,002.60	
SCL816.810	Hydraulic Cylinder, In/Out	1	\$ 147.59	\$ 147.59	
SCL816.812	Hydraulic Cylinder, Up/Down	1	\$ 272.41	\$ 272.41	
800.704B	Auburn Gear Drive	1	\$ 1,649.11	\$ 1,649.11	
LCT616.601MA.HD	Hose Nozzle,	1	\$ 398.11	\$ 398.11	
LCT616.616	Hose Clamp	2	\$ 77.28	\$ 154.56	
LCT616.603U	Hose Support Band	1	\$ 159.76	\$ 159.76	
800.708	Bolt, 3/4-16 x 4.5 long	1	\$ 8.90	\$ 8.90	
800.710	Bolt, 3/4-16 x 7.5 long	2	\$ 22.26	\$ 44.52	
800.712	Nut, 3/4"	6	\$ 3.23	\$ 19.38	
800.709	Bolt, 3/4-16 x 5" long	1	\$ 16.86	\$ 16.86	

(continued on back if necessary)

Total estimated cost of parts:	\$ 46,511.41	+ tax
Total estimated cost of labor at \$150.00 per hour:	48	\$ 7,200.00 + tax
Pressure washing cost:	\$	
Pick up and delivery cost:	\$	
Service call cost:	\$	
Approximate shop supplies cost:	\$ 100.00	
Estimated Freight Charges:	\$ 2,000.00	
Approximate total cost:	\$ 55,811.41	

IMPORTANT: This an ESTIMATE based on our best assesment of the condition of your equipment and our experience in repairing similar problems with similar machines. This is NOT a guaranteed price. It is not uncommon to discover hidden problems in the course of a repair. It can also take more time to complete a repair due to unforeseeable circumstances, such as siezed or corroded parts. Parts that we expect to repair may have to be replaced instead (as is sometimes the case with hydraulic motors). If we discover a major additional problem we will contact you for authorization to repair it. If we discover a minor additional problem we may correct it without contacting you first, even though it may increase the total cost of the repair. In all cases we will charge the ACTUAL COST of the repair whether that be higher or lower than the estimate.

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Financial Services

Purchasing Division



Requisition # 31747

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: Carolina Industrial Equipment

Item(s): Bed and Boom for Leaf Truck

Justification:

Fleet Services is recommending to have the boom and bed replaced as a sole source item because they are the only authorized ODB dealer in North Carolina. The price includes parts, labor, and freight.

Estimated expenditure for the above item(s): \$55,811.41

Accounting Unit and Account(s): 671731-524299

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 **KEVIN ROGERS** Digitally signed by KEVIN ROGERS
Date: 2022.04.04 06:37:49 -04'00'

Department/Division **Fleet Services** Date **04/04/2022**

APPROVAL PROCESS

Purchasing Manager **Erik S. Conti** Digitally signed by Erik S. Conti
Date: 2022.04.04 15:15:36 -04'00'

Financial Services Director **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2022.04.04 15:56:33 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



Title: Samet Corporation Police Department Change Order

From: Eric Olmedo, Assistant City Manager

Meeting Date: April 18, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A-

Attachments:

PURPOSE:

Consider approval of a final adjusting change order with Samet Corporation for the Police Headquarters project.

BACKGROUND:

City Council approved Samet Corporation as the Construction Manager at Risk for the Police Headquarters project on March 18, 2019. A preconstruction agreement for \$132,345 was approved by City Council on June 17, 2019. An early construction package for \$5,017,482 was approved on October 7, 2019. Council approved an additional contract change order on December 16, 2019 for \$14,149,734, for a Guaranteed Maximum Price (GMP) with Samet Corporation of \$19,299,561.

Staff approved a change order which increased the contract in the amount of \$70,947.51 on May 27, 2021 for various items that were not included in the original scope of the contract, including electrical additions, waterproofing of the existing elevator pit, a generator platform, and a fume hood exhaust for the lab area. This final adjusting change order will increase the contract by \$65,675 to include additional electrical work, detention area benches, landscaping enhancements and plumbing repairs that were not included in the original scope of the project. These change orders represent an increase of .71% above the Guaranteed Maximum Price contract amount.

BUDGET IMPACT:

An additional \$65,675 is requested to be added to the existing contract amount, for a total contract of \$19,436,183.51. Funds are available in the Police Department capital project for these enhancements.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends and asks the Council to approve an increase to the contract amount to Samet Corporation in the amount of \$65,675.

C-HP Copy



Prime Contract Change Order

High Point Police Headquarters and 911 Call Center
1730 Westchester Drive
High Point, North Carolina 27260

Project # 19-071

Samet Corporation

Date: 03/26/2022

To Contractor:

Samet Corporation
309 Gallimore Dairy Rd., Suite 102
Greensboro, North Carolina 27409

Contract Date: 10/16/2019

Contract Number: 1

Change Order Number: 010

The Contract is hereby revised by the following items:

PCCO#010

PCO	Description	Amount
023	Final Change Order	\$65,675.00

The original Contract Value	\$5,149,827.00
Sum of changes by prior Prime Contract Change	\$14,220,681.51
The Contract Value prior to this Prime Contract Change Order	\$19,370,508.51
The Contract Value would be changed by this Prime Contract Change Order in the amount	\$65,675.00
The new Contract Value including this Prime Contract Change Order will be	\$19,436,183.51
The Contract duration will not be changed by this Prime Contract Change Order.	

Samet Corporation

CONTRACTOR

309 Gallimore Dairy Rd., Suite 102
Greensboro, North Carolina 27409

Address

By Brian Lambert

SIGNATURE B. Lambert

DATE 4/1/2022

City of High Point

OWNER

211 S Hamilton Street
High Point, North Carolina 27260

Address

By

SIGNATURE

DATE



Potential Change Order

To: City of High Point Project Name: High Point Police Headquarters and 911 Call Center PCO No: 023
From: Samet Corporation Project No: 19-071 Date: 03/26/2022
Reason: No Change Reason Days Requested:

The Contract Documents for the above referenced project are hereby changed as set forth below. To avoid any schedule delays in the work that could impact the cost and schedule, the Contractor is directed to proceed with this work immediately upon Owner's authorization in the space provided below. Unless otherwise noted this pricing shall remain valid for 30 calendar days, after which it is subject to repricing or void. Only those items listed below are included in the cost of this change.

DESCRIPTION OF WORK: Final Change Order

CE #197 - Brush Control & River Rock

Provide brush control and river rock along perimeter fence in locations requested by the Owner.

CE #199 - Hardware Changes

Materials and labor to:

- Door 103B - Change out lock to a L9095LEU 06L 626 which is both levers electrically unlocked, Fail safe Installed and a stainless steel astragal. Cost \$1336.48
- Room 216 - Change hardware set to an office lock function. Cost \$213.27

Provide Materials:

- (1) 12" x 12" Access Door. Cost \$88.00

Fire Alarm work associated with this change will be included in Electrical T&M Work compiled separately.

CE #201 - Detention Benches

CE #204 - Room 133 - Additional Lighting (second time)

Provide additional lighting at the east end of Room 133. This is in addition to the lighting provided earlier in the project. Owner's scanning equipment needed additional lighting to work properly.

CE #205 - T&M Electrical Work

Work included in this Change Event:

- Relocate light switch in Rm 153. Switched moved to outside of evidence storage gate per owner request.
- Additional Cubicles on 4th floor. Provided additional power for added cubicles.
- Grounding change at 911 radio equipment. Grounding was installed per initial direction. Radio vendor required crimped connections and upsized wiring to radio/IT switch in locker room area.
- Change duplex receptacles to quad receptacle in fume hood area.
- Provide additional circuits to fume hood room.
- Provide fire alarm and associated rough in for door hardware changes in secure vestibule near adult processing

CE #208 - Clean Existing Drain Lines

Upon owner occupying the building, numerous drains lines had issues with clogs.

CE #209 - Bathroom 205 Piping Replacement

Upon owner occupying the building, Room 205 Men's Gang Restroom had a leak overhead. Upon investigation, an existing drain line was cracked and had to be replaced.

CE #210 - Slab Plumbing Repairs

Existing piping down stream of 1st floor mop sink had gotten clogged on multiple occasions and resulted in sewage backing up into mop sink. The last time that this occurred, the clog was so bad that the roofer service could not get past the clog about 15' down stream from the mop sink. In order to investigate the cause of the blockage the floor needed to be cut out. Upon cutting out the slab we found that the existing pipe beneath the floor did not have enough fall to allow solids to flow properly. Due to the existing piping not being able to support the toilet that was added to the line during renovation, we are suggesting to add this toilet room to the sewer line that exits the main mechanical room. This will require changing the water sump pump to a grinder style sump pump at the pit in the mechanical yard. The plumber has provided the total cost via two separate COR's:

1. PPP COR 19 - Replace deteriorated piping where original blockage was found

Price includes flooring replacement in main hallway and electrical required for pump modifications.

CE #214 - 911 Console Power Changes

Provide power to 911 console cabinets. Power shown to be located below access floor on drawings. This change is to get power from access floor into 911 consoles.

CE #215 - Added Cubicle Power

Add power to additional cubicles, T&M.



Potential Change Order

CE #217 - Plumbing Camera & Repair Cost

Existing Plumbing issues. Stopped up vents, lavatory drain piping needed replacement, flat piping below slab.

CE #218 - Flush Valve Changes

Install higher volume flush valves in existing building to help keep plumbing flowing better due to existing drain line issues.

CE #219 - Lavatory Piping - Rms 205 & 405

Replace existing lavatory drain lines serving rooms 205 & 405.

Substantial completion and warranty start date June 8, 2021.

Item #	Description	Amount
1	Landscaping	\$5,695.00
2	CM Contingency	\$171.00
3	Sub Bond	\$88.00
4	Liability Insurance	\$37.00
5	Builders Risk	\$9.00
6	P&P Bond	\$47.00
7	Fee	\$272.00
8	Hardware	\$1,637.75
9	CM Contingency	\$49.00
10	Sub Bond	\$25.00
11	Liability Insurance	\$11.00
12	Builders Risk	\$3.00
13	P&P Bonds	\$14.00
14	Fee	\$78.25
15	Detention Benches	\$6,716.00
16	Detention Bench Bolts	\$410.56
17	CM Contingency	\$214.00
18	Sub Bond	\$111.00
19	Liability Insurance	\$47.00
20	Builders Risk	\$11.00
21	P&P Bonds	\$59.00
22	Fee	\$341.44
23	Additional Lighting	\$1,066.00
24	CM Contingency	\$32.00
25	Sub Bond	\$17.00
26	Liability Insurance	\$7.00
27	Builders Risk	\$2.00
28	P&P Bonds	\$9.00
29	Fee	\$51.00
30	Electrical Changes	\$6,738.00
31	CM Contingency	\$202.00
32	Sub Bond	\$105.00
33	Liability Insurance	\$44.00
34	Builders Risk	\$10.00
35	P&P Bonds	\$56.00
36	Fee	\$322.00
37	Clogged Drain Lines	\$8,831.00
38	Replace cracked line	\$1,639.00
39	CM Contingency	\$49.00
40	Sub Bond	\$25.00



SAMET
CORPORATION

Potential Change Order

41	Liability Insurance	\$11.00
42	Builders Risk	\$3.00
43	P&P Bonds	\$14.00
44	Fee	\$78.00
45	Below Slab Plumbing Repairs	\$5,512.00
46	Flooring	\$750.00
47	911 Console Power	\$3,110.00
48	Cubicle Power T&M	\$0.00
49	Plumbing	\$8,798.00
50	KRG	\$3,000.00
51		\$350.00
52	Replace Waste Pipe 2nd Floor Bathroom	\$6,864.00
53	Flush Valves	\$4,614.00
54	Lavatory Drains Rm 205 & 405	\$2,319.00
Total:		\$65,675.00



**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:



**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:



**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
award to the lowest responsible, responsive bidder**

**and recommends
in the amount of \$.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE: