City of High Point

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

Meeting Agenda

Monday, March 5, 2012

4:45:00 PM

Council Chambers

Committee of the Whole

Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, James Corey,
Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Council Member Alexander, Chair

Committee Members - Whitley, Smothers, Corey

120047 **Sole Source Authorization - Trojan Ultraviolet Disinfection System**

City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of Trojan UV equipment for the Public Services Department from EW2 Environmental; and, approve the acquisition of the Trojan UV equipment from EW2 Environmental. The required funds of $54,975.00 for the purchase are budgeted in the Water & Sewer Operations Fund.

120048 **Contract - Purchase of Fire Pumper and Aerial Ladder Trucks**

Council is requested to aprove the following actions to complete the necessary procedures with regards to the recommendation for the purchase of a Fire Pumper and Aerial Ladder trucks:
(1) City Council is requested to reject the recommendation for award for a fire pumper truck to Triad Fire Inc (competitive formal bid process) in the amount of $496,446.00
(2) City Council requested to approve a resolution approve a resolution authorizing the City of High Point's participation in the collaborative purchasing contracts through the Houston-Galveston Area Council (HGAC)
(3) City Council requested to approve a collaborative purchasing contract with HGAC and Triad Fire Inc (Kernersville, NC) for the purchase of a Pierce 2012 Pumper Truck in the amount of $480,668.00
(4) City Council requested to approve a collaborative purchasing contract with HGAC and Triad Fire Inc (Kernersville, NC) for the purchase of a Pierce 2012 Ladder Truck in the amount of $857,775.00

120051 **Contract - Atkins North America, Inc. - Johnson Street/Sandy Ridge Road Extension Project**

Council is requested to authorize staff to execute contract with Atkins North America, Inc. for the Johnson Street/Sandy Ridge Road Environmental Planning and Preliminary Engineering and Design Project.

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Council Member Sims, Chair

Committee Members - Alexander, Douglas, Corey

120042 **Revisions to Article P: School Zones and School Flashers**

Council is requested to approved changes to the Department of Transportation Article P of the city ordinance Schedule II. Flashing Signals, Section B and Schedule II. Speed Control, Section C & D.

120044 **Ordinance - Vacate/Close Dwelling - 1010 Gordon Street**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a dwelling located at 1010 Gordon Street belonging to Homesolutions Properties, Inc.

120046 **Appointment - Firefighter's Relief Fund Board of Trustees**

Council is requested to confirm the appointment of Ms. Leslie Graham as one of the two Council representatives on the Firefighter's Relief Fund Board (Pension Fund) of Trustees as authorized by NC General Statute 58-84-30. Ms. Graham will be replacing Mr. Gary Grassi who has resigned. Appointment to be effective immediately and will expire January 31, 2014.

Pending Items

120032 **Ordinance - Demolition of Structure - 1315 Vernon Place**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1315 Vernon Place belonging to David L and Minnie L. Terry.

2/20/2012	**Committee of the Whole**	**postponed**	**Public Safety & Community Development Committee**

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE -Council Member Whitley, Chair

Committee Members - Sims, Henley, Moore

120014 **Ordinance - Rezoning Case 11-15 - City of High Point**

A request by the City of High Point City Council to amend the Airport Overlay District based on information provided in the Piedmont Triad International Airport FAR Part 150 Study. The Airport Overlay District boundaries are recommended to change in two areas. One is the Western Area, which is west of Sandy Ridge Road/Kendale Road; the other is the Eastern Area, which is generally east of NC 68.

1/17/2012	**Committee of the Whole**	**referred**	**Planning , Economic Dev. & Information Technology Committee**

120015 **Ordinance - Text Amendment 11-10 - City of High Point**

A request by the City of High Point Planning & Development Department to amend Section 9-4-4(d) of the Development Ordinance, entitled Airport Overlay Districts; primarily being an amendment to reference the FAR Part 150 Study for Piedmont Triad International Airport as the basis for the four overlay zones.

1/17/2012	**Committee of the Whole**	**referred**	**Planning , Economic Dev. & Information Technology Committee**

Pending Items

120041 **Reinstatement of Commission Member- Planning & Zoning Commission**

Consideration of the reinstatement or replacement of Keith McInnis, who lost voting status on the Planning & Zoning Commission due to non-compliance with the city's attendance requirement.

MISCELLANEOUS

120050 **Piedmont Triad Regional Water Authority - Appointment/Reappointment**

Council is requested to confirm the reappointment of Mr. John Thomas III to the Piedmont Triad Regional Water Authority and appoint Mr. John Bencini to fill the expired term of Mr. Arnold Koonce who does not wish to be reappointment. Appointments to be effective immediately and will expire September 30, 2013.

PUBLIC COMMENT PERIOD - 5:15 P.M.

PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

ADJOURNMENT

AN ORDINANCE AMENDING ARTICLE P (TRAFFIC SCHEDULES) PURSUANT TO SECTION 10-1-291 TO ADD THE FOLLOWING TO THE EXISTING SCHEDULE OF SCHOOL ZONES ANS SCHOOL FLASHERS;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT THAT:

Section 1. **ARTICLE P Schedules**
Section 10-1-291
(II) Flashing Signals
B. School Flashers; be amended per the attached list. Below are the additions to the list:

- Gordon St. - 300' south of Brockett Ave.; 125' north of Willard Ave.
- Barrow Rd. - 200' north of Maple Branch Dr.; 330' north of Southwest School Rd.
- Southwest School Rd. - 275' east of Barrow Rd.
- Triangle Lake Rd. - 300' west of Kroll Ln.; 100' east of I-74 / US 311 NB Ramp

Section 1. **ARTICLE P Schedules**
Section 10-1-291
(III) Speed Control
C. Speed Limits in School Zones (State System); be amended per the attached list. Below are the additions to the list:

25 Miles per Hour

- Triangle Lake Rd. (SR 1193) - from a point 300' west of Kroll Ln. to a point 100' east of I-74 / US 311 NB ramp
- Montlieu Ave. (SR 1471) - from Willoubar Terrace to a point 260' west of Forrest St.

35 Miles per Hour

- Kivett Dr. (SR 1113) - from Eastway Ct. to the eastern corporate limit, approximately 320' east of Triangle Lake Rd.

Also amend the ordinance by removing the following locations from the 25 Miles per hour list**:**

- Kivett Dr. (SR 1113) - from Eastway Ct. to the eastern corporate limit, approximately 200' east of Triangle Lake Rd.

Section 1. **ARTICLE P Schedules**

Section 10-1-291

(III) Speed Control

D. Speed Limits in School Zones (City System); be amended per the attached list. Below are the additions to the list:

20 Miles per Hour

- Washington St. - from Gaylord Ct. to a point 60' east of Eccles Pl.

25 Miles per Hour

- Barrow Rd. - from a point 200' north of Maple Branch Dr. to a point 330' north of Southwest School Rd.
- Shadybrook Rd. - from a point 410' north of School Park Rd to a point 200' south of Oakhaven Ct.
- James Rd. - from Lakecrest Ave to Oakview Rd
- Springfield Rd. - from a point of 315' east of Allen Jay Rd. to dead end of Springfield Rd.
- Phillips Ave. - from a point 60' east of Hutton Ln. to a point 140' east of Draughn St.
- Rotary Dr. - from a point 60' north of West Point Ave. to a point 80' south of Creekside Dr.
- Ingram Rd. - from a point 245' north of Garnett Dr. to Springfield Rd.
- Gordon St. - from a point 300' south of Brockett Ave. to a point 125' north of Willard Ave.

30 Miles per Hour

- Old Mill Road - from a point 135' east of Spring Tree Ct.to a point 250' west of Ashley Park Ct.

Also amend the ordinance by removing the following locations from the 25 Miles per hour list**:**

- Union Hill Ct. - from Central Avenue north to dead end.
- Potts Ave. - from Wrightenberry St. to Van Buren St.

Adopted by the High Point City Council, this 5TH day of March, 2012

Lisa B. Vierling, City Clerk

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

February 28, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Recommendation for Sole Source Authorization

Please place the following item for City Council's consideration at their March 5, 2012, Council meeting:

The City Council approved a sole source exception for the installation of the Trojan ultraviolet disinfection system at its August 3, 2009. The wastewater treatment plants require replacement parts for the UV system which can only be acquired from the vendor. To remain compliant with NC general statutes, City Council is requested to authorize an exception to the bid laws for this equipment.

Although the value of the $54,975.00 contract will be an informal contract of less than $90,000, there is no current provision in State law to delegate City Council's authority to any appointed staff the approval of the exception to bid laws for "sole source" approval.

1. In order to complete the purchase, City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of Trojan UV equipment for the Public Services Department from EW2 Environmental.

State statute (G.S. 143.129(e)(6) requires City Council to specifically authorize "qualified sole source" exceptions to the bid laws prior to awarding the contract. This purchase for the Public Services Department continues to meet the standard for "standardization considerations" as a qualified exemption. Representatives of the Public Services Department will be present to answer any questions which may arise.

2. City Council is requested to approve the acquisition of the Trojan UV equipment from EW2 Environmental. The required funds of $54,975.00 for the purchase are budgeted in the Water & Sewer Operations Fund.

Public Services Department

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

Date: February 28, 2012

To: Pat Pate, Asst. City Manager

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

Re: Agenda Item – Sole Source for Trojan Ultraviolet (UV) Disinfection Parts

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

> Sole Source justification for Trojan UV parts for the Westside and Eastside Wastewater Treatment Plant's Disinfection System

The wastewater treatment plants have standardized on the Trojan Ultraviolet Disinfection system. The Eastside WWTP has three (3) trains and the Westside WWTP has two (2) trains. The spare parts being requested will be used to repair the systems at both plants as needed.

Public Services is recommending that Trojan UV Disinfection parts be approved for sole source.

Account number	Amount
621752-526101	$54,975.00

Cc: Chris Thompson
Jeff Moore
Patricia Sykes
John Hodges
Scott Self
File

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

MEMORANDUM

Date: July 24, 2009

To: Pat Pate, Asst. City Manager

From: Terry Houk, Asst. Director of Public Services

Re: Agenda Item – Sole Source for Westside Ultraviolet Disinfection Equipment

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

> Sole Source justification for Trojan UV4000 Plus equipment for Westside WWTP Improvements Phase 2 Project

This project consists of replacing existing filtration, additional disinfection equipment (second UV disinfection unit), and improved solids thickening facilities, flood proofing and retrofitting of various auxiliary equipment. Public Services and the design engineers have evaluated the UV disinfection equipment and have concluded that the Trojan UV4000 Plus equipment is the only unit that can be installed in the existing channel. The additional cost for design and construction of a new UV facility with equipment to allow completive bidding would be approximately $1,500,000.

Public Services is recommending that Trojan UV4000 Plus be sole sourced.

Cost: $762,310.00

Cc: Chris Thompson
Jeff Moore
Bob Martin
Patricia Sykes
John Hodges
File

TROJAN UV
WATER CONFIDENCE™

Feb 27,2012
High Point
2011 E Kivett Drive
High Point, NC
27260

To Whom It May Concern:

RE: Trojan System UV4000™ Replacement Parts

In the Engineered Submittal Package for the Trojan System UV4000 ™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, Acti-clean Gel™, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantees intact, is it recommended that specialized system components be purchased and contracted from **EW2 Environmental.** Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES, INC.

Krista Buruma
Municipal Territory Representative
1-800-294-2150

Department of Transportation

NORTH CAROLINA'S INTERNATIONAL CITY™

February 29, 2012

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: Contract for Johnson Street – Sandy Ridge Road Environmental Planning and Preliminary Engineering and Design Project with Atkins North America, Inc.

Project Background

For over a decade, the City of High Point has looked to the Johnson Street – Sandy Ridge Road corridor as an alternative route from northwest and central High Point to I-40 and the Piedmont Triad International Airport. In 2002, a study was completed that concluded that widening to a multi-lane divided thoroughfare from Skeet Club Road to I-40 was feasible. A parkway or boulevard type cross-section was recommended, with a landscaped median and shoulders, sidewalks, and bicycle lanes set on approximately 120 feet of right-of-way. The cost to construct these improvements, excluding utilities, was estimated at $29,000,000 in 2002.

In 2006, Congress passed transportation legislation that secured Federal funding for the environmental planning, preliminary engineering, and design for the "Airport Area Roadway Network" in High Point. This funding totals more than $9.4 million, including a twenty (20) percent match to be contributed by the City. Since that time, Transportation staff has recommended and City Council has approved capital funds to build up the local resources necessary to use the Federal funding appropriated for this project. To date, $1,462,500 has been set aside in our General Fund for this purpose, with the remaining $419,000 planned over the next four years.

The agreements that convey Federal funding to the City (through the North Carolina Department of Transportation) also allow for municipal administration of the project. In 2010, the City's Department of Transportation issued a Request for Qualifications to seek out professional transportation planning and engineering services. Twenty comprehensive proposals were received from consultant teams specializing in environmental planning, traffic engineering, and roadway design. These were reviewed by a Selection Committee that included representation from four city departments and the local division office of NCDOT. The submitting firms were rated on a variety of elements to determine their overall qualifications to perform the desired services, including project approach, professional qualifications, performance and relationships, public involvement, and partnerships. After scoring all of the submittals, including responses to various scenarios that might be encountered on a similar project, the field was narrowed down to three teams who were asked to make a presentation and interview with the Selection Committee. These firms were HNTB North Carolina, Kimley-Horn and Associates, and Atkins North America, Inc. (formerly PBS&J).

February 29, 2012

After each firm's presentation, the Committee interviewed team members to discuss their approach to the project. While all three firms demonstrated strong technical abilities, the clear choice of the Selection Committee was the team representing Atkins.

Since being notified of their selection, the project managers with Atkins have worked closely with Transportation staff and with NCDOT representatives to prepare a broad scope of work that will satisfy all of the federal and state requirements for a transportation project of this magnitude.

Contract Form

A task order type contract with a total "not to exceed" fee is proposed. Attached is a Professional Services Agreement that establishes the general terms and conditions applicable to the project. With City Council's approval, the City Manager, upon recommendation from the Transportation Director, will be authorized to enter into various task order agreements with Atkins North America, Inc. Each task order will address a specific scope of work representing key elements of the overall environmental documentation and preliminary engineering process for the project. Each will be performed by the consultant for a lump sum fee negotiated for that task. The aggregate sum of all task order fees shall not exceed the amount approved by this Professional Services Agreement ($2,000,000) without further review and authorizing action by City Council.

Recommendation

The Johnson Street – Sandy Ridge Road corridor is a critical piece of High Point's transportation future. In order to secure additional funding for right-of-way acquisition, utilities, and roadway construction, the preparation and approval of a detailed impact analysis that complies with federal and state environmental requirements is essential. After a long and complex selection and project scoping process, the Department of Transportation respectfully recommends the professional transportation planning and engineering services offered by Atkins North America, Inc. for this project. City Council's favorable consideration of this request is appreciated.

I will be available to summarize the project and address questions regarding this recommendation to the Finance Committee and the full Council on Monday March 5. Please advise if further information is desired.

ATKINS

Rev. 04/11

Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made and entered into, by and between Atkins North America, Inc. (Atkins) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: City of High Point **PHONE NUMBER:** 336-883-3231

ADDRESS: 211 South Hamilton St **FAX NUMBER:** 336-883-8568

High Point, NC 27261

PROJECT NUMBER: ____________________

SHORT TITLE: Johnson St/Sandy Ridge Road Widening, High Point, NC

1. **DESCRIPTION OF PROJECT SITE:** Johnson Street and Sandy Ridge Road from I-40 south to Skeet Club Road in the City of High Point, North Carolina.

2. **SCOPE OF SERVICES TO BE PROVIDED BY ATKINS (If additional pages are necessary, they are identified as Attachment A):**
Prepare an Environmental Assessment, Finding of No Significant Impact, and engineering designs for the widening of Johnson St/Sandy Ridge Road. Details provided in Attachment A.

3. **THE COMPENSATION TO BE PAID ATKINS for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):**

   ☐ **Direct personnel expense plus a surcharge of _______%, plus reimbursable costs.***

   ☐ **A Lump-Sum charge of $ _____________, plus out-of-pocket expenses.***

   ☐ **Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.***

   ☒ **Other - See Attachment B.**

   *** See explanation under Item 5 below.**

4. **IF ATKINS' SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond Atkins' control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.**

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above stated.
(SIGN WITH BALL POINT PEN)

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

   Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs and included in the invoice.

   Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment. It is understood and agreed that ATKINS' services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** ATKINS shall submit invoices to the Client for work accomplished during each financial month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby ATKINS will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by ATKINS as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

   The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. ATKINS reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

   It is understood and agreed that ATKINS' services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and ATKINS describing the services desired and providing a basis for compensation to ATKINS.

7. **COST ESTIMATES:** Client hereby acknowledges that ATKINS cannot warrant that any cost estimates provided by ATKINS will not vary from actual costs incurred by the Client.

8. **LIMIT OF LIABILITY:** The limit of liability of ATKINS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, ATKINS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall ATKINS be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** ATKINS shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request and except for professional liability and worker's compensation insurances, Atkins shall name Client as additional insured on all insurance coverages relating to the project. Client agrees to require that ATKINS be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor ATKINS will assign or transfer its interest in this Agreement without the written consent of the other.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of ATKINS called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, ATKINS shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from ATKINS' services under this agreement shall be at the Client's or others' sole risk without liability to ATKINS.

15. **WAIVER:** Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and either party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

16. **DISPUTE RESOLUTION:** All Services shall be performed by ATKINS to the standard of care within the industry. The City Manager shall decide all questions, difficulties, and disputes pertaining to the services that may arise under or by reason of this Agreement, and the prosecution and fulfillment of the services hereunder (excluding ATKINS' fulfillment of the standards of care). His decision upon claims, questions, and disputes shall be final and binding upon the parties hereto, subject to judicial review. Adjustment of compensation and contract time because of any major changes in the services that may become necessary or desirable as the services progresses shall be left to the discretion of the City Manager and Task Orders of such a nature as required may be entered into by the parties in accordance herewith.

17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, ATKINS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

19. **LIMITED COPYRIGHT LICENSE:** ATKINS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by ATKINS as "Reproduction Authorized".

20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of ATKINS, its successors and assigns unless licensed or assigned by ATKINS pursuant to a separate written instrument. The term "Intellectual Property shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENTA- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

Detailed scopes of services will be prepared on a task order basis under this master contract. The general scope of services is described below. Work products will be prepared in accordance with applicable federal and state standards.

The Phase 1 of the project scope will be to prepare a Federal Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) for STIP project U-4758 which is the improvement Johnson Street/Sandy Ridge Road from I-40 south to Skeet Club Rd. The project is not anticipated to be required to follow the NEPA/404 merger process, but this determination will be finalized through agency coordination. Merger-related activities will be provided through this contract if needed.

The document will evaluate the potential impacts to the human, physical, cultural, and natural environments of the proposed project. Natural environmental work (T & E surveys, NRTR, wetland and stream delineations (including agency verifications)) will be conducted for the project. Human environment work will consist of Community Characteristics Report (CCR), Community Assessment (CIA), Indirect and Cumulative Effects (ICE), and conducting a comprehensive public involvement program. Physical environmental work will include air quality analysis, farmland analysis, and traffic noise analysis. Cultural environmental work will include a historic architectural survey and archaeological study. Functional designs will be prepared for all preliminary alternatives considered. Preliminary designs for all the detailed study roadway alternatives and Public Hearing Maps for the preferred alternative are included as part of the contract. Traffic forecasting and traffic operations analysis are included as part of the contract. Hydraulic services will include a Preliminary Hydraulic Report. Other services can be included as necessary.

The Phase 2 of the project scope will include final designs for the selected alternative, including roadway designs, hydraulic design, structure design, landscape design, surveying, and other services as determined necessary to prepare right of way and construction plans in accordance with North Carolina Department of Transportation standards.

ATTACHMENT B – COMPENSATION

As compensation for the professional services outlined in Attachment A, a maximum fee amount will be established. The maximum fee amount for the services covered under this AGREEMENT shall not exceed **$2,000,000.00** (Two million dollars). The professional services will be performed as individual tasks with lump sum or cost-plus compensation negotiated for each task. The lump sum amount negotiated for each task will be full compensation for all direct salary costs, overhead, direct non-salary costs, and operating margin incurred for the duration of the task. Direct salary costs, overhead and fees current at the time the task order cost estimate is approved shall be used to compute the lump sum or cost-plus amount for assignments assigned.

Current hourly rates for sample Atkins classifications for Task Order 1 are provided below. These rates include our federally-approved overhead rate of 170.07%, also approved by NCDOT, and a fee of 9%, as typically used with NCDOT projects.

Classification	Hourly Rate
Project Manager	$169.61
Sr. Planning Engineer	$169.65
Sr. Design Engineer	$160.35
Sr. Public Involvement Specialist	$152.72
Sr. Planner	$96.82
Planner	$91.99
Sr. Graphics/CAD Technician	$80.92
Graphics/CAD Technician	$55.28
Sr. Traffic Engineer	$96.82
Traffic Engineer	$79.54
Traffic Group Manager	$153.75

CONTRACT APPROVAL

Submitted by: Atkins North America, Inc.

Approved by:

David J. Carter - Senior Vice President — Date: 2-6-2012

Attest:

Rene de los Rios - Assistant Secretary — Date: 2-6-2012

ATKINS NORTH AMERICA, INC. CORPORATE SEAL 1960 FLORIDA

Corporate Seal

Recommended by:

Transportation Director — Date

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

Approved by:

Financial Services Director — Date

Approved as to Form and Legality:

City Attorney — Date

Approval Granted:

Mayor — Date

City Manager — Date

Attest:

City Clerk — Date

JOHNSON STREET - SANDY RIDGE ROAD

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

Map prepared by
City of High Point Transportation Department
P.O. Box 230, 211 S. Hamilton Street
High Point, NC 27261

N
W E
S

0 1
Miles

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO VACATE AND CLOSE CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 6, 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 vacated and closed, and it further finds as a fact that the owner has been ordered to secure 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 securing of the following described buildings in accordance with code of Ordinances; and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION	**OWNER(S)**
1010 Gordon Street	Home Solutions Properties, LLC 158 Old Winkle Point North Point, NY 11768

SECTION 3: That all ordinance 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 5th day of March, 2012

Lisa B. Vierling, City Clerk

February 28, 2012

MEMORANDUM

COUNCIL AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

SUBJECT: Revisions to Article P: School zones and school flashers

The Department of Transportation recommends the attached changes to Article P of the City ordinance:

Schedule II. Flashing Signals, Section B

Schedule III. Speed Control, Section C & D

This revision will modify the existing list by adding locations of new school flashers on the City and State maintained streets. Also new school speed limit zones will be added and two school speed limit zones will be removed. Attached is a map that shows the locations of school zones in High Point.

Please include this item for City Council consideration at the March 5 (or next available) meeting. If you have any questions regarding this recommendation, please give me a call at x3231.

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

**AN ORDINANCE TO AMEND THE
CITY OF HIGH POINT CODE OF ORDINANCES, BY REVISING SECTION 10-1-291(4)a
Of SAID CODE
TO ADD THE FOLLOWING TO THE EXISTING SCHEDULE OF SCHOOL ZONES ANS SCHOOL FLASHERS;**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT THAT:

Section 1. ARTICLE P Schedules
Section 10-1-291
(II) Flashing Signals
B. School Flashers; be amended per the attached list. Below are the additions to the list:

- Gordon St. - 300' south of Brockett Ave.; 125' north of Willard Ave.
- Barrow Rd. - 200' north of Maple Branch Dr.; 330' north of Southwest School Rd.
- Southwest School Rd. - 275' east of Barrow Rd.
- Triangle Lake Rd. - 300' west of Kroll Ln.; 100' east of I-74 / US 311 NB Ramp

Section 1. ARTICLE P Schedules
Section 10-1-291
(III) Speed Control
C. Speed Limits in School Zones (State System); be amended per the attached list. Below are the additions to the list:

25 Miles per Hour
- Triangle Lake Rd. (SR 1193) - from a point 300' west of Kroll Ln. to a point 100' east of I-74 / US 311 NB ramp
- Montlieu Ave. (SR 1471) - from Willoubar Terrace to a point 260' west of Forrest St.

35 Miles per Hour
- Kivett Dr. (SR 1113) - from Eastway Ct. to the eastern corporate limit, approximately 320' east of Triangle Lake Rd.

Also amend the ordinance by removing the following locations from the 25 Miles per hour list:
- Kivett Dr. (SR 1113) - from Eastway Ct. to the eastern corporate limit, approximately 200' east of Triangle Lake Rd.

Section 1. ARTICLE P Schedules

Section 10-1-291

(III) Speed Control

D. Speed Limits in School Zones (City System); be amended per the attached list. Below are the additions to the list:

20 Miles per Hour

- Washington St. - from Gaylord Ct. to a point 60' east of Eccles Pl.

25 Miles per Hour

- Barrow Rd. - from a point 200' north of Maple Branch Dr. to a point 330' north of Southwest School Rd.
- Shadybrook Rd. - from a point 410' north of School Park Rd to a point 200' south of Oakhaven Ct.
- James Rd. - from Lakecrest Ave to Oakview Rd
- Springfield Rd. - from a point of 315' east of Allen Jay Rd. to dead end of Springfield Rd.
- Phillips Ave. - from a point 60' east of Hutton Ln. to a point 140' east of Draughn St.
- Rotary Dr. - from a point 60' north of West Point Ave. to a point 80' south of Creekside Dr.
- Ingram Rd. - from a point 245' north of Garnett Dr. to Springfield Rd.
- Gordon St. - from a point 300' south of Brockett Ave. to a point 125' north of Willard Ave.

30 Miles per Hour

- Old Mill Road - from a point 135' east of Spring Tree Ct.to a point 250' west of Ashley Park Ct.

Also amend the ordinance by removing the following locations from the 25 Miles per hour list:

- Union Hill Ct. - from Central Avenue north to dead end.
- Potts Ave. - from Wrightenberry St. to Van Buren St.

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. That this ordinance shall become effective upon adoption and proper signage.

Adopted by the High Point City Council, this ______ day of ________________, 2011.

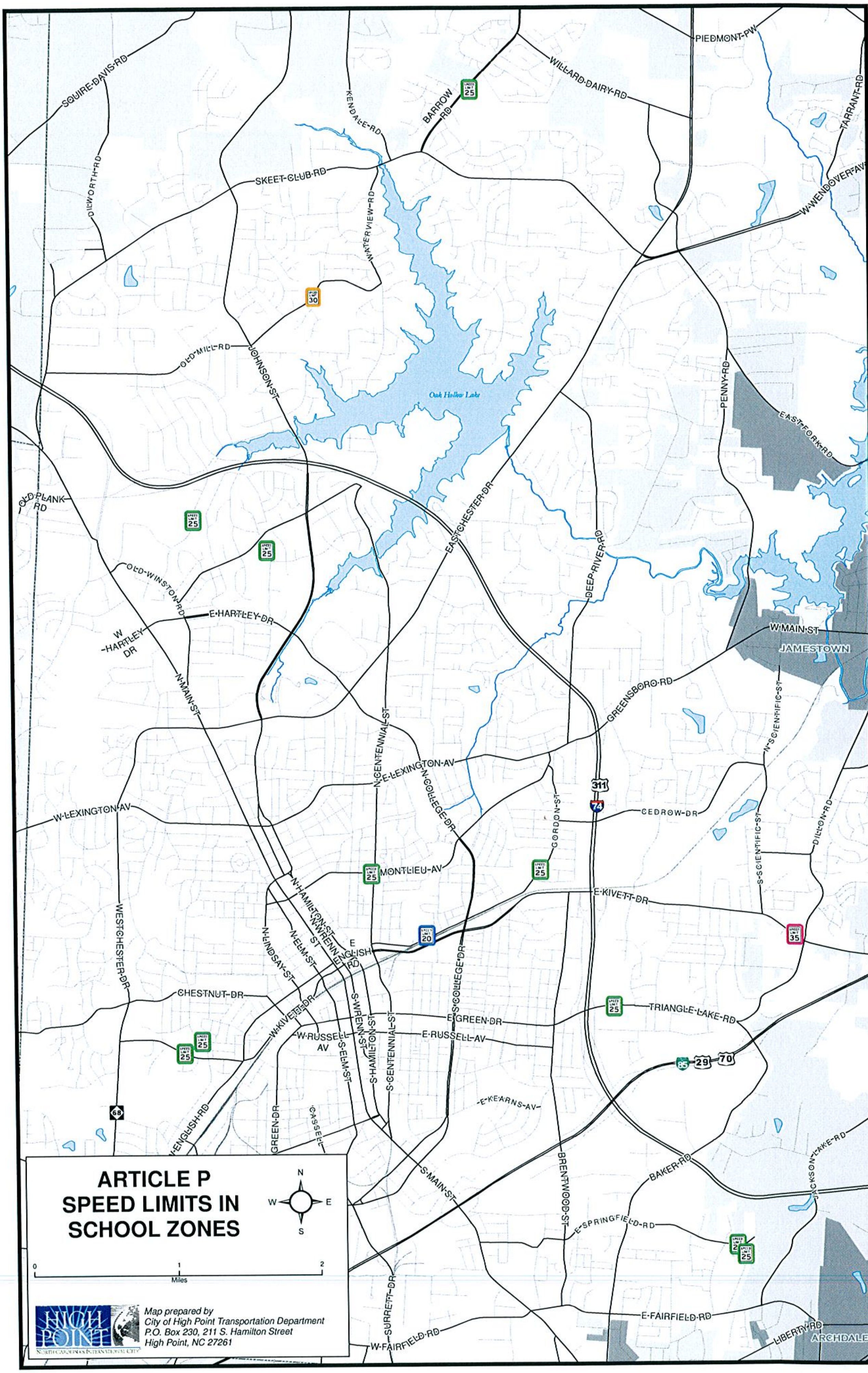
____
Rebecca R. Smothers, Mayor

ATTEST:

____
Lisa B. Vierling, City Clerk

APPROVED AS TO FORM:

____
JoAnne Carlyle, Assistant City Attorney


ARTICLE P
SPEED LIMITS IN SCHOOL ZONES
N
S
E
W
0
1
2
Miles
Map prepared by
City of High Point Transportation Department
P.O. Box 230, 211 S. Hamilton Street
High Point, NC 27261
HIGH POINT
SQUIRE-DAVIS-RD
PIEDMONT-PW
WILLARD-DAIRY-RD
TARRANT-RD
KENDALE-RD
BARROW RD
SKEET-CLUB-RD
DILWORTH-RD
WATERVIEW-RD
W-WENDOVER-AV
OLD-MILL-RD
JOHNSON-ST
Oak Hollow Lake
PENNY-RD
EAST-FORK-RD
OLD-PLANK RD
EASTCHESTER-DR
DEEP-RIVER-RD
OLD-WINSTON-RD
E-HARTLEY-DR
W HARTLEY DR
W-MAIN-ST
JAMESTOWN
N-MAIN-ST
GREENSBORO-RD
N-SCIENTIFIC-ST
N-CENTENNIAL-ST
E-LEXINGTON-AV
N-COLLEGE-DR
W-LEXINGTON-AV
GORDON-ST
311
74
CEDROW-DR
DILLON-RD
S-SCIENTIFIC-ST
MONTLIEU-AV
E-KIVETT-DR
N-HAMILTON-ST
N-WRENN-ST
E ENGLISH RD
WESTCHESTER-DR
N-LINDSAY-ST
N-ELM-ST
S-COLLEGE-DR
CHESTNUT-DR
W-KIVETT-DR
S-WRENN-ST
S-HAMILTON-ST
S-CENTENNIAL-ST
E-GREEN-DR
TRIANGLE-LAKE-RD
W-RUSSELL AV
E-RUSSELL-AV
S-ELM-ST
85
29
70
68
E-KEARNS-AV
ENGLISH-RD
GREEN-DR
CASSELL
S-MAIN-ST
BRENTWOOD-ST
BAKER-RD
JACKSON-LAKE-RD
E-SPRINGFIELD-RD
SURRETT-DR
E-FAIRFIELD-RD
W-FAIRFIELD-RD
LIBERTY-RD
ARCHDALE
25
30
20
35

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 1010 Gordon Street

OWNER: Homesolutions Properties, Inc.

INSPECTION
11-3-2011

Number of Violations: Major 4 Minor 6
1) no smoke detectors in dwelling
2) exposed, open electrical circuit; range hood has been removed
3) several electrical outlets not working
4) bathroom missing exhaust fan for ventilation

HEARING RESULTS:
11-18-2011

The tenant appeared for the hearing. Daniel Wright, who claimed he was representing the owner, appeared for the hearing as well. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was in response to complaints from the tenant. At the time of the initial inspection, the dwelling was occupied by 2 adults and 3 children. The unit is still occupied. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

ORDER(S) ISSUED:
11-18-2011

Order to Repair with a compliance date of 12-18-2011

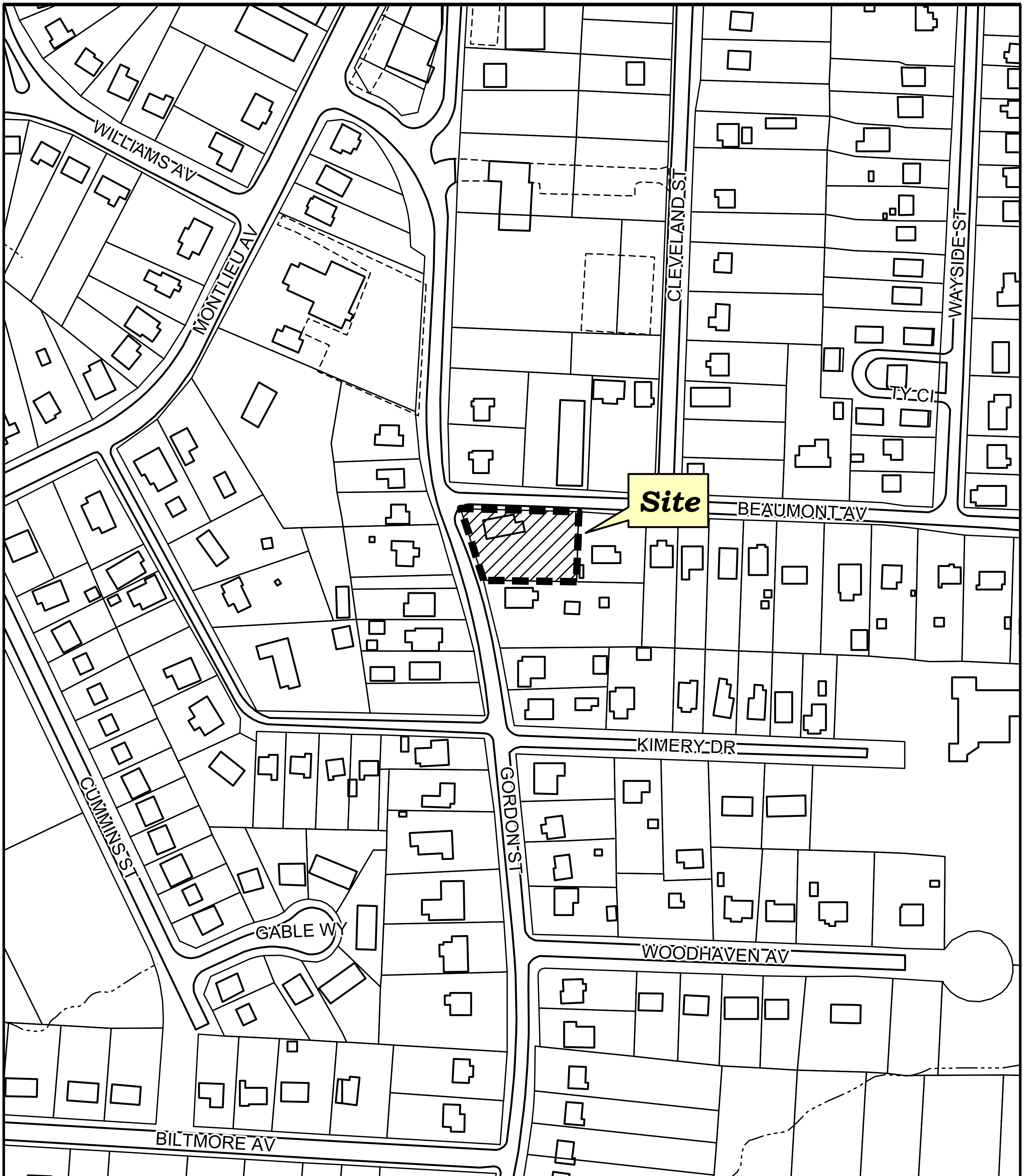
APPEALS: No appeals to date.

OWNER ACTIONS: There have been no permits issued and repairs have not started.

EXTENSIONS: None requested by the owner.

CURRENT STATUS
2-24-2012

Conditions still exist. The dwelling is occupied. Daniel Wright is not the owner of record of the property. He was under contract to purchase, however a deed was not recorded with the Guilford County Register of Deeds. After the initial inspection, we discovered that the tenant does not have a lease with the actual owner of the property, nor has the tenant been paying rent to the owner. The property owner has indicated that they intend to make repairs after they have evicted the tenant.



1010 Gordon Street

Ordinance to Vacate/Close

Location of subject property

Department of Planning and Development

City of High Point

Date: February 27, 2012

N

Scale: 1'=200'

y:/ba-pz/Inspection/vacate

1010 Gordon Street

1010 Gordon Street

HIGH POINT
FIRE DEPARTMENT
Office of the Chief

Memo

DATE: February 28, 2012

TO: Lisa Vierling

FROM: Lee Knight, Fire Chief

RE: Relief Fund Board of Trustees

Mr. Gary Grassi's term on the board expired on January 31. I have decided to nominate Ms. Leslie Graham to replace Mr. Grassi on the Firefighters Relief Fund Board of Trustees. I have attached a short biography of Ms. Leslie Graham for review. I have talked with Ms. Graham to gauge her interest and she has expressed a willingness to serve. I believe Ms. Graham will be a great asset to the board.

Thank you,
Lee Knight
Fire Chief

Lee Knight, *Fire Chief* · *Deputy Fire Chief* · Barry Tilley, *Deputy Fire Chief* · Martha Younts, *Deputy Fire Chief* · Mike Levins, *Fire Marshal* · Denita Lynch, *Community Relations*

434 South Elm Street * High Point, North Carolina * (336) 883-3358

Leslie Graham

Originally from Boston, Massachusetts and East Hampton, Connecticut, Leslie Evans Graham has always had a passion for human services. After moving her family to High Point, North Carolina 16 years ago, she developed a unique blend of Northern wit and Southern charm, which has led to a delight for High Point, the city she loves calling home.

Leslie leads a busy life in a way that no one else can, Currently, as Executive Assistant to Steve Key at Open Door Ministries of High Point, Inc., she has become a motivated and active worker and advocate for the less fortunate, needy and homeless in High Point and the surrounding communities. Additionally, she maintains her North Carolina Real Estate Brokers License and regularly teams with Ed Price of Ed Price and Associates, REALTORS on a multitude of community service events.

With a true love and passion for High Point, she has displayed a strong determination to understand and utilize all aspects of the City. By immersing herself in the workings of the city, she is a graduate of The United Way of Greater High Point Project Board Development, The High Point City Government 101 and The High Point Enterprise Readership Committee and is presently a member of the Chamber of Commerce's 2011 . Leadership High Point Class.

An important aspect of her life is Church and family. Leslie is a member of Maranatha Fellowship Church on Lamb Avenue.
She is an alumnae of the University of Connecticut, but she very proud to be a North Carolina State University "Pack Mom", Her son and daughter-in-law, Evan and Kim of Greensboro, daughter Lindsey of Philadelphia, Pa. and daughter Logann of Raleigh are all graduates.

Happy and pleased to give to High Point, she is also active in a variety of civic and cultural organizations including the Advisory Board (and usher) at The High Point Theatre, Hospice of the Piedmont and The Mental Health Associates of the Triad. Formerly, Leslie was a Troop Leader with the Girl Scouts, USA and Board Member of The ARC of High Point. Outside of professional interests, she enjoys reading, crafting, and traveling with family and friends.

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

February 29, 2012

MEMO TO: Strib Boynton, City Manager
Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Recommendations for contract award on Fire Pumper and Aerial Ladder Trucks

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Last November, the Fire Department and Purchasing Division brought a recommendation to award a contract on a cooperative contract through Houston-Galveston Area Council. It was difficult to attain a comfort level that the recommended contract was advantageous to the City. Consequently, we redirected the Fire Department staff and Purchasing to prepare specifications and conduct a formal bid process.

Two weeks ago, the Fire Department submitted their recommendation and justification for the formal bid award. In the interest of curiosity, I requested that Purchasing and the Fire Department "quote" on the current HGAC cooperative agreement based on the specifications of award on the City's bid. Interestingly, the same fire pumper truck is $16,000 less on the HGAC contract when compared to our formal bid. Same fire truck, same chassis, same build vendor.

Following additional reviews of our competitive bid process and the negotiated pricing through the H-GAC collaborative contracts, I have reached a comfort level that it is to the City's advantage to purchase this fire pumper truck and the aerial ladder truck under the collaborative agreement, and I recommend your consideration thereto. Joanne Carlyle has reviewed the HGAC collaborative purchasing agreement and required resolution.

The following actions are requested to complete the necessary procedures with regards to the recommendation:

(1) City Council is requested to reject the recommendation for award for a fire pumper truck to Triad Fire Inc (competitive formal bid process) in the amount of $496,446.00
(2) City Council requested to approve a resolution approve a resolution authorizing the City of High Point's participation in the collaborative purchasing contracts through the Houston-Galveston Area Council (HGAC)
(3) City Council requested to approve a collaborative purchasing contract with HGAC and Triad Fire Inc (Kernersville, NC) for the purchase of a Pierce 2012 Pumper Truck in the amount of $480,668.00
(4) City Council requested to approve a collaborative purchasing contract with HGAC and Triad Fire Inc (Kernersville, NC) for the purchase of a Pierce 2012 Ladder Truck in the amount of $857,775.00

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: ________________
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * The City of High Point, P.O. Box 230, High Point, NC 27261, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 211 S. Hamilton St., High Point, NC 27260

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *__________________________ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Jul 01, 2011 and ends * Jun 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GACs contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party' s control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* The City of High Point

Name of End User (local government, agency, or non-profit corporation)

* 211 S. Hamilton St.

Mailing Address

* High Point NC 27260

City State ZIP Code

*By:

Signature of chief elected or appointed official

* Strib Boynton, City Manager

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By:

Executive Director

Attest:

Manager

Date:

*Denotes required fields

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency : The City of High Point County Name : Guilford
(Municipality / County / District / etc.)

Mailing Address : P.O. Box 230, High Point, NC 27261
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : (336) 883-3221 FAX Number: (336) 883-3248

Physical Address : 211 S. Hamilton St., High Point, NC 27260
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.highpointnc.gov

Authorized Official: Strib Boynton
(City manager / Executive Director / etc.)
Mailing Address: P.O. Box 230
(Street Address/P.O. Box)
High Point NC 27261
(City) (State) (ZIP Code)

Title: City Manager
Ph No.: (336) 883-3293
Fx No.: (336) 883-3052
E-Mail Address : strib.boynton@highpointnc.gov

Official Contact: Patty Sykes
(Purchasing Agent/Auditor etc.)
Mailing Address: P. O. Box 230
(Street Address/P.O. Box)
High Point NC 27261
(City) (State) (ZIP Code)

Title: Purchasing Manager
Ph No.: (336) 883-3222
Fx No.: (336) 883-3248
Email Address : patty.sykes@highpointnc.gov

Official Contact: ______
(Public Works Director/Police Chief etc.)
Mailing Address: ______
(Street Address/P.O. Box)
(City) (State) (ZIP Code)

Title: ______
Ph No.: ______
Fx No.: ______
Email Address : ______

Official Contact: K. Lee Knight
(EMS Director/Fire Chief etc.)
Mailing Address: P. O. Box 230
(Street Address/P.O. Box)
High Point NC 27261
(City) (State) (ZIP Code)

Title: Fire Chief
Ph No.: (336) 883-3358
Fx No.: ______
Email Address : kenneth.knight@highpointnc.gov

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fire

COUNCIL AGENDA DATE:

BID NO.: 63-012512 CONTRACT NO.: DATE OPENED: Feb 2, 2012

DESCRIPTION:

1) 2012 1500gpm pump, 750 gallon tank pumper apparatus

PURPOSE:

Replace a 1984 1000gpm pump, 500 gallon tank pumper apparatus

COMMENTS:

RECOMMEND AWARD TO: Triad Fire, Inc./Pierce Manufacturing AMOUNT: $496,446.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	532401			$500,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Kenneth L. Knight
Digitally signed by Kenneth L. Knight
DN: cn=Kenneth L. Knight, c=US, o=City of High Point, ou=Fire, email=kenneth.knight@highpointnc.gov
Reason: I am approving this document
Date: 2012.02.13 15:57:51 -05'00'

DATE: 2/13/2012

The Purchasing Division concurs with recommendation submitted by the **Fire Department** **and recommends award to the lowest responsible, responsive bidder** **Triad Fire, Inc.** **in the amount of $** **494,446.00**.

PURCHASING MANAGER: Patricia H. Sykes
Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.02.13 17:06:41 -05'00'

DATE: Feb 13, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

NOT APPROVED

CITY MANAGER: DATE:

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fire Department

COUNCIL AGENDA DATE: Mar 5, 2012

BID NO.: HGAC Contract FS12-11 CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Purchase of Pierce Arrow, 1250 GPM Pumper Truck. HGAC Contract Item #WO5.

PURPOSE:

To replace the 1984 Grumman Engine #11

COMMENTS:

This purchase is being made from the HGAC (Houston Galveston Area Council) Cooperative Purchasing Contract which is allowable under NCGS143-129. The contract effective date is December 1, 2011 - November 30, 2013.

RECOMMEND AWARD TO: Triad Fire, Inc. AMOUNT: $480,668.00

JUSTIFICATION:

The vendor for the Pierce Truck is Triad Fire, Inc., Kernersville, NC

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	532401			500,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Kenneth L. Knight
Digitally signed by Kenneth L. Knight
DN: cn=Kenneth L. Knight, c=US, o=City of High Point, ou=Fire, email=kenneth.knight@highpointnc.gov
Reason: I am approving this document
Date: 2012.02.29 08:57:04 -05'00'
DATE: Feb 29, 2012

The Purchasing Division concurs with recommendation submitted by the **Fire Department** **and recommends award to the lowest responsible, responsive bidder** **Triad Fire thru HGAC** **in the amount of $** **480,668.00**.

PURCHASING MANAGER: Patricia H. Sykes
Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.02.28 16:55:12 -05'00'
DATE: Feb 28, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20110414-204821
Digitally signed by Jeffrey Moore 20110414-204821
DN: o=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA89929, cn=Jeffrey Moore 20110414-204821, email=jeff.moore@highpointnc.gov
Date: 2012.02.29 11:51:55 -05'00'
DATE: Feb 29, 2012

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US
Date: 2012.02.29 13:26:29 -05'00'
DATE: Feb 29, 2012

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fire Department

COUNCIL AGENDA DATE: Mar 5, 2012

BID NO.: HGAC Contract FS12-11 CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Purchase of Pierce Arrow Chassis, 105' Rear Mounted Telescoping Ladder Truck

PURPOSE:

Replacement for a 1984 Grumman on a Duplex Chassis. The Ladder is a 1995 HME on an LTI Body.

COMMENTS:

This purchase is being made from the HGAC (Houston Galveston Area Council) Cooperative Purchasing Contract which is allowable under NCGS143-129. The contract effective date is December 1, 2011 - November 30, 2013.

RECOMMEND AWARD TO: Triad Fire, Inc. AMOUNT: $857,775.00

JUSTIFICATION:

The vendor for the Pierce Truck is Triad Fire, Inc., Kernersville, NC

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	532401			875,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Kenneth L. Knight
Digitally signed by Kenneth L. Knight
DN: cn=Kenneth L. Knight, c=US, o=City of High Point, ou=Fire, email=kenneth.knight@highpointnc.gov
Reason: I am approving this document
Date: 2012.02.29 08:55:26 -05'00'
DATE: Feb 29, 2012

The Purchasing Division concurs with recommendation submitted by the **Fire Department** **and recommends award to the lowest responsible, responsive bidder** **Triad Fire thru HGAC** **in the amount of $** **857,775.00**.

PURCHASING MANAGER: Patricia H. Sykes
Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.02.28 16:27:38 -05'00'
DATE: Feb 28, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20110414-204821
Digitally signed by Jeffrey Moore 20110414-204821
DN: o=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA89929, cn=Jeffrey Moore 20110414-204821, email=jeff.moore@highpointnc.gov
Date: 2012.02.29 11:53:28 -05'00'
DATE: Feb 29, 2012

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US
Date: 2012.02.29 13:27:17 -05'00'
DATE: Feb 29, 2012


FLOWER MOUND
FIRE/EMERGENCY SERVICES
FIRE


CITY OF NORTH CANTON
CITY OF
NORTH CANTON