

City of High Point

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

Meeting Agenda

Monday, February 1, 2010

4:45:00 PM

Council Chambers

Committee of the Whole

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

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE - Council Member Whitley, Chair**

Committee Members - Bencini, Douglas, Alexander

100017 Contract - Bid No. 20 - General Water & Sewer Improvements

Council is requested to approve contract awarding Bid No. 20 for General Water & Sewer Improvements. Purchasing and Engineering Services recommends that the contact be awarded to Breece Enterprises in the amount of \$626,679.50 which is the lowest responsible and responsive bidder meeting specifications.

100018 Municipal Agreement - NCDOT - Airport Area Roadway Network Project

Council is requested to authorize staff to execute a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the funding and design of the Airport Area Roadway Network Project in Guilford County.

100020 Contract Amendment - Westside WWTP - Phase 3 Design

Council is requested to approve Amendment No. 7 to the Hazen & Sawyer contract for Professional Services for Westside Wastewater Treatment Plant in the amount of \$1,327,300.00.

Pending Items**090050 Revised Economic Incentive Policy**

Council is requested to adopt a revised economic incentive policy redirecting incentive dollars to the Core City and south High Point.

3/5/2009

Committee of the Whole referred

Committee of the Whole

PUBLIC SAFETY COMMITTEE - Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

PUBLIC COMMENT PERIOD - 5:15 p.m.**PUBLIC HEARINGS ON ITEMS - 5:30 p.m.**

100016

Annexation Agreement - City of High Point and City of Thomasville

Consideration of a new annexation agreement between the City of Thomasville and the City of High Point.

ADJOURNMENT

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



MEMORANDUM

DATE: January 27, 2010
TO: Pat Pate, Asst. City Manager
FROM: W. Chris Thompson, PE, Director of Public Services *W. Chris Thompson*
SUBJECT: Agenda Item – Contract Amendment for Westside WWTP, Phase 3 Design

Attached is a copy of Amendment No. 7 to our Contract for Professional Services for Westside Wastewater Treatment Plant with consultant Hazen-Sawyer. Partnered with Hazen-Sawyer for this project are Davis, Martin, Powell (DMP), and TetraTech. This amendment includes design, permitting and bidding for the Phase 3 improvements at the plant. These improvements will provide for expansion at the plant and will include the biological nutrient removal process like we have at the Eastside WWTP. It also includes stream restoration for a stretch of Rich Fork Creek below the plant.

Also attached is a map of the site location and a sketch showing Phase 3 Improvements in green.

Funding for this project will be in account 421779-527105-421101024120-40205 from the revenue bonds to be sold this winter.

I will be available for any questions.

AMENDMENT NO. 7
CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES
for
WESTSIDE WASTEWATER TREATMENT PLANT

THIS AMENDMENT NO. 7 modifies the original Agreement entered into on November, 2004 for engineering services related to the Westside Wastewater Treatment Plant, by and between THE CITY OF HIGH POINT, NORTH CAROLINA (OWNER) and HAZEN AND SAWYER, P.C. (ENGINEERS).

WHEREAS, the OWNER desires to increase the capacity of its Westside Wastewater Treatment Plant and upgrade portions thereof to meet more stringent NPDES permit effluent limits, and

WHEREAS, the ENGINEERS have completed an Environmental Impact Study; a Preliminary Engineering Report for upgrade and expansion of the Westside Wastewater Treatment Plant; design and constructed a new preliminary treatment facility; designed effluent filters, ultraviolet disinfection facilities, and flood protection berm; the Owner now desires the Engineers to design biological nutrient removal facilities at the Westside Wastewater Treatment Plant and stream restoration measures for Rich Fork Creek.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The scope of services related to the project contained in the original Agreement as amended is to be modified by this Amendment No. 7 to include the design for Phase 3 construction at the Westside Wastewater Treatment Plant to include design, permitting and bidding for the described facilities.

ARTICLE II - SERVICES TO BE PERFORMED

The following services shall be provided:

Stream Restoration

- Stream restoration planning and design services for Rich Fork Creek
- Easement acquisition assistance
- Agency coordination and permitting support

Westside WWTP Improvements Phase 3

- Design of the aeration basin expansion to include provisions for biological nutrient removal
- Design of nitrified recycle (NRCY) pump station and blower building
- Design of new final clarifier and RAS pumping system
- Design of primary clarifier improvements
- Design of methanol storage and feed facilities

Westside WWTP Improvements Phase 1 and 2

- Operator training for the Preliminary Treatment Facility and Phase 2 Improvements

Preliminary civil site plans, yard piping plans, and mechanical plans and sections of various structures were previously developed and will be used as the basis for the final design. The civil and mechanical design was performed to approximately 30 percent complete. This design work was initially developed in 2007, however, there have been significant changes and advancements in equipment since this work was done, therefore equipment selections will be re-evaluated for their appropriateness and recommendations will be made as part of this project.

Detailed plans and specifications for the listed facilities will be prepared and will include all required civil, mechanical, structural, electrical, HVAC, and instrumentation.

Operator training for the Preliminary Treatment Facility and Phase 2 Improvements will be provided at the Westside Wastewater Treatment Plant. Two training sessions will be provided for both Phases of construction. The operator training for the Preliminary

Treatment Facility will be performed in the first quarter of 2010 and the training for Phase 2 Improvements will be performed during startup of those facilities.

ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered under this Amendment No. 7 shall commence approximately February 10, 2010 as directed by the OWNER and shall be coordinated with the construction schedule.

ARTICLE IV - COMPENSATION

For the project described in Article I and scope of services described in Article II of the original Agreement as amended by this Amendment No. 7, the OWNER shall pay the ENGINEERS all allowable and allocable costs that are incurred up to the cost ceilings indicated below under Basis of Compensation or the lump sum amounts contained therein.

BASIS OF COMPENSATION

	<u>Lump Sum</u>
Construction Plans, Specifications, E&S Control Plan, and Cost Estimates for Stream Restoration (Tetra Tech)	\$171,000.00
Agency Coordination/Permitting Support (Tetra Tech)	\$27,000.00
Public Presentations (Tetra Tech)	\$8,500.00
Project Management (Tetra Tech)	\$8,500.00
Easement Acquisition Services (Davis Martin Powell)	\$84,000.00
Design Services Westside Phase 3 Improvements	\$975,700.00
Bid Period Services	\$16,800.00
Project Coordination and Management	\$27,000.00
Operator Training for Phase 1 and 2	\$8,800
Total	\$1,327,300.00

See Attachment 1 for Tetra Tech Scope of Work, Attachment 2 for Davis Martin Powell Scope of Work and Attachment 3 for the fee schedule for the design services for the Phase 3 Improvements for the Westside WWTP.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 5 to the original Agreement this _____ day of _____, 2008.

Attest:

CITY OF HIGH POINT, NORTH CAROLINA

By: _____
Pat Pate
Assistant City Manager

Date

Witness:

HAZEN AND SAWYER, P.C.

Alan L. Stone, P.E.
Vice President

By: _____
Robert S. DiFiore, P.E.
Vice President

APPROVED BY FINANCE OFFICER

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

Date

Jeffrey A. Moore, Director of Financial Services

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

Date

Fred P. Baggett, City Attorney

Attachment 1

Proposed Scope of Work - Attachment 1

**Stream Restoration Planning & Design
Services for Rich Fork Creek
Below the High Point Westside
Discharge**



**Tetra Tech
PO Box 14409
Research Triangle Park, NC 27709**

December 3, 2009 revised

1 Introduction

The City of High Point Westside wastewater treatment plant (WWTP) discharges to Rich Fork Creek, which flows into Abbotts Creek before entering High Rock Lake within the Yadkin River Basin. Data collected by the City and the North Carolina Division of Water Quality (DWQ) show that dissolved oxygen (DO) levels downstream frequently drop below the state water quality standard of 5 mg/L during the warmer summer months. The City is interested in expanding its WWTP discharge with a higher quality of effluent. However, DWQ has indicated that it is concerned about the apparent lack of assimilative capacity downstream of the facility.

The City and its engineering consultant, Hazen & Sawyer, contracted with Tetra Tech in November 2005 to provide third party expert services to examine whether more detailed modeling would help shed light on available assimilative capacity and discharge impacts. High-level modeling typically involves collection of significant amounts of field data to calibrate and validate models, which can be time and resource intensive. Prior to investing extensive City resources in such an endeavor, Tetra Tech recommended that a modeling scoping analysis be performed to assess the potential benefits of more detailed modeling.

The Scoping Analysis was completed by Tetra Tech in March 2006 as Phase 1 of the project. The analysis provided a compelling hypothesis that impairment to the Rich Fork Creek stream channel from sand mining operations at three locations below the Westside outfall, along with sediment oxygen demand (SOD) from a buildup of organic material below the discharge, is the primary cause of dissolved oxygen standard violations in Rich Fork Creek.

The next step in validating this hypothesis was to collect field data on velocity, SOD, and reaeration to confirm or update the QUAL2E model setup and analysis before pursuing stream restoration of the mining-impaired areas. Tetra Tech received approval of Amendment 1 in May 2006 authorizing Phase 2 of the project: field work to confirm or update the scoping modeling assumptions dependent on the results of the sampling. Tetra Tech developed monitoring plans, conducted reconnaissance, and completed SOD and reaeration field studies during the summer critical period in 2006. However, flow conditions did not reach critical levels for long enough durations to support low flow velocity studies and channel profiling work.

In late July 2007, stream flow and temperature levels had reached critical thresholds and the time of travel studies were performed and channel profiling was initiated. Rainfall events delayed some activity, and additional profiling work was conducted during the second week of August 2007. Results of the DO profiling were inconsistent, and based upon data analysis, Tetra Tech hypothesized that higher than normal plant effluent flows and rainfall events prior to sampling days had influenced the DO profile in the critical DO sag zone segment. Therefore, additional DO profiling was recommended to confirm which of the DO sag patterns is representative of summer low flow steady state conditions.

Amendment 2 was issued in September, 2007, to Tetra Tech to set up a special sampling plan and provide onsite training to City staff to conduct additional DO profiles at six points from upstream of the WWTP outfall to the end of the primary sag zone. The sampling was completed, and Tetra Tech proceeded to analyze all field data, and reconfigure the QUAL2E model to establish a calibrated model for existing conditions.

Additionally, under Amendment 2, Tetra Tech conducted initial Phase 3 work (restoration plan reconnaissance) in late October 2007. The reconnaissance supported the feasibility of restoration from a physical standpoint, and conceptual ideas were developed. Modeling analyses with the recalibrated model were then performed to evaluate the potential improvements to stream assimilative capacity from the proposed restoration. Results were presented to the City and Hazen & Sawyer representatives on

December 10, 2007 in High Point. Written documentation submitted to Hazen & Sawyer and the City in January 2008.

Amendment 3 was issued to Tetra Tech in January 2008. Under the amended Scope, Tetra Tech was tasked to meet with the Division of Water Quality to present results of the monitoring study and QUAL2E model update. Amendment 3 also provided for initial discussion with the U.S. Army Corps of Engineers, DWQ and the NC Dept. of Transportation to begin discussing the proposed stream restoration and tree clearing actions recommended as an outcome of the updated modeling analysis.

Amendment Number 4 was issued in December 2008. Under this amendment, Tetra Tech conducted Task 3.3 (Stream Channel Survey Oversight) and is completing Task 3.4 (Hydrology & Hydraulics Modeling). Both of these tasks will support the remainder of Phase 3 Restoration Planning and Design.

Under this Amendment 5, Tetra Tech will complete Phase 3 by performing the following subtasks.

2 Description of Work

PHASE 3 (CONTINUED)

TASK 3.5: CONSTRUCTION PLANS & SPECIFICATIONS

Tetra Tech will design restoration plans for the three pooled areas (Hwy 109; Ball Road; and Kanoy Road) and prepare construction plans, specifications, cut and fill estimates, an erosion and sedimentation control plan, and cost estimates. Designs will incorporate the survey information from Task 3.3 and the H&H modeling results from Task 3.5. Plans will be sufficient to support obtaining necessary permits from regulatory agencies and for obtaining construction bid estimates. It is assumed that the Erosion and Sedimentation Control Plan will be reviewed by the County in addition to the NC Division of Land Resources.

Deliverables and Schedule:

1. 60 percent Construction plans for internal discussion (Apr 30, 2010 assuming Feb 1 start date)
2. 100 percent Construction plans, specifications, and Erosion and Sedimentation Control Plan, Tree Clearing Plan (Jul 30, 2009)

TASK 3.6: AGENCY COORDINATION/PERMITTING SUPPORT

Tetra Tech will support the City in obtaining required permits for stream restoration activities. Discussion with the U.S. Army Corps of Engineers (USACE) Regulatory Program representative for Davidson County, it is anticipated that a Nationwide 27 permit will be required (John Thomas, USACE, 9-19-08). Under this permit, a joint application for USACE and North Carolina Division of Water Quality (DWQ) review will be completed (Pre-Construction Notification or PCN application form). Additionally, approval of the Erosion and Sedimentation Control Plan will be required by the Division of Land Resources. Approval of this latter plan is usually held until the USACE and DWQ have approved the Nationwide 27 permit.

Tetra Tech will coordinate with the City, USACE and DWQ representatives to ensure that a complete application package is developed and submitted. Tetra Tech will complete the application form, and determine impacts and whether those impacts will require mitigation. This scope assumes that the project will not require an environmental document under NEPA/SEPA since it is a Nationwide 27 permit application.

Deliverables and Schedule:

1. Meetings and correspondence with agencies to ensure complete application (TBD)
2. Completed Permit Application (August 31, 2010)

TASK 3.7: PUBLIC PRESENTATIONS

Tetra Tech will prepare for and make two presentations on the stream study and restoration plan, one to the Friends of Rich Fork Creek and the other to Davidson County. A 10-minute Powerpoint presentation will be delivered to each group followed by a period of answering audience questions.

Deliverables and Schedule:

1. Presentation to the Friends of Rich Fork Creek (TBD)
2. Presentation to Davidson County (TBD)

PROJECT/CONTRACT MANAGEMENT

Tetra Tech will provide progress/work summaries with each invoice submitted. Project schedule and accounting will be tracked on an ongoing basis to ensure that tasks are completed on time and on budget. Correspondence with Hazen & Sawyer and the City of High Point representatives will be supported on an as needed basis as resources allow.

Deliverables and Schedule:

1. Progress/work summaries (submitted with each invoice)
2. Project correspondence with H&S and City (as needed as resources allow)

COST

PHASE 3 – TASKS 3.5 THROUGH 3.7

Description of Cost Item	Amount \$
3.5 Construction Plans, Specifications, Erosion & Sedimentation Control Plan, Cost Estimates	\$171,000
3.6 Agency Coordinating/Permitting Support	\$27,000
3.7 Public Presentations	\$8,500
Project/Contract Management	\$8,500
Phase 3 Amendment 5 Total	\$215,000

Attachment 2



DAVIS-MARTIN-POWELL & ASSOCIATES, INC.
ENGINEERING • LAND PLANNING • SURVEYING

6415 Old Plank Road, High Point, NC 27265
(336) 886-4821 • Fax (336) 886-4458 • www.dmp-inc.com

October 10, 2008

Re: City of High Point, NC
Westside WWTP Expansion
DMP Project E-3692.31

Mr. Alan Stone, PE
Hazen and Sawyer, P.C.
4011 Westchase Blvd.
Raleigh, NC 27607

Dear Alan:

We are submitting this fee proposal for Surveying Services in support of Tetrtech modeling downstream from the High Point Westside Treatment Plant. As you recall, Tetrtech is requiring 3.9 miles of surveys downstream from the Westside Treatment Plant, which includes a centerline survey of the receiving creek and thalway points in the channel every 200 to 250 feet. In addition, we would also show X and Y coordinates which would provide a profile of the bottom of the creek.

There are three pools that have been created by mining of sand along the length of this stream, one at Highway 109, one at Ball Road and one at Kanoy Road. Each of these pools is 500 to 800 feet long and Tetrtech has requested cross sections every 200 feet for the entire length plus 500 feet upstream through the pool and 500 feet downstream. These cross sections would extend five times the bank height beyond the edge of the creek. We are basing upon the pool width of 500 to 600 foot, cross sections at each of these proposing 8 to 9 cross sections at each pool.

After the field work has been prepared, we would develop Plan Profile sheets along the centerline of the creek and for the cross sections taken at each of the three above described pools. These would be plotted at 4 foot horizontal and 4 foot vertical scales and would be suitable for use in the Tetrtech design of the stream restoration.

Our cost for these Plan Profile sections including X, Y, Z for future control would be a lump sum fee of \$47,000.

In addition, the City of High Point will be required to secure right-of-ways and easements along this length. We anticipate that we would have approximately 15 different property owners in this area and total sites in excess of 300 acres requiring boundary and location surveys to generate easement maps. These maps would probably cost in the area of \$240 per acre which is reasonable cost for easements in this type of area where surveying has not previously been accomplished. Therefore, we would provide these easement services at a lump sum fee of \$84,000.

Alan, we understand that this is a very involved project and that the cost is significant, however not excessive. We appreciate the opportunity of working with you on this project and providing this

service for the City of High Point and look forward to continuing the planned improvements for High Point Westside Wastewater Treatment Plant.

If you or the City has any questions regarding these projected cost we would be pleased to talk with you about it in detail.

With best personal regards, I remain,

Very truly yours,

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.



Charles E. Powell, PLS, PE

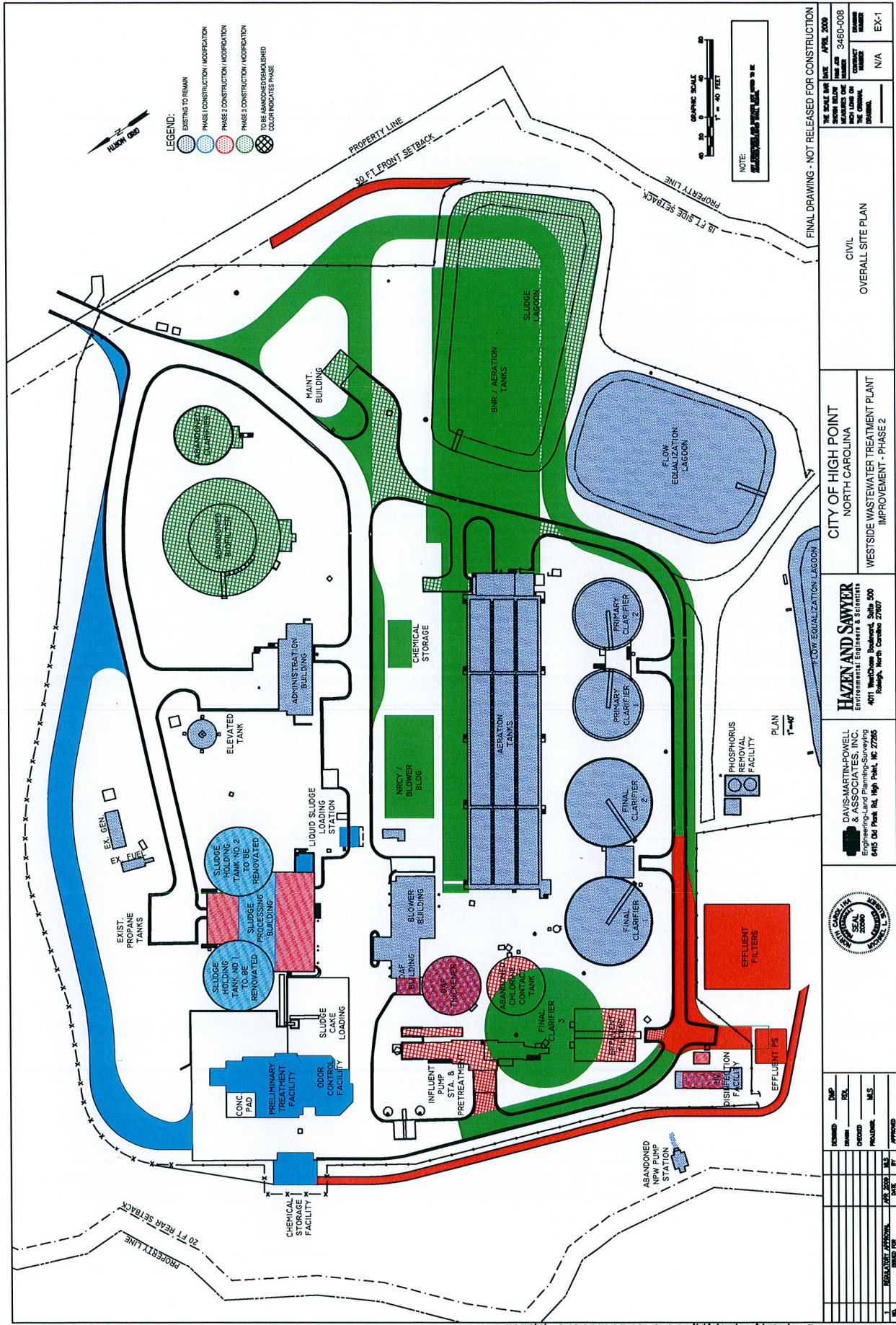
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C: File

Attachment 3

Attachment 3
FEE ANALYSIS AND SUPPORTING INFORMATION
Expansion of the Westside WWTP
Estimated Lump Sum for Basic Design and Bidding Services
Based on Manhour Estimates/Unit Cost

Design (Phase 3)			
General and Detail Drawings			
19 Sheets @	60	Hours X \$95 /Hour	\$108,300
Civil Drawings			
5 Sheets @	70	Hours X \$105 /Hour	\$36,750
Mechanical/HVAC Drawings			
29 Sheets @	70	Hours X \$105 /Hour	\$213,150
Structural Drawings			
23 Sheets @	100	Hours X \$105 /Hour	\$241,500
Architectural			
9 Sheets @	100	Hours X \$100 /Hour	\$90,000
Electrical and Instrumentation Drawings			
26 Sheets @	100	Hours X \$110 /Hour	\$286,000
Subtotal for Design			\$975,700
Bid Period Services (Phase 3)			
	160	Hours X \$105 /Hour	\$16,800
Project Coordination and Management for the Stream Restoration			
	180	Hours X \$150 /Hour	\$27,000
Operator Training for Phase 1 and Phase 2			
	80	Hours X \$110 /Hour	\$8,800
Total Fee Phase 3 =			\$1,028,300



CIVIL OVERALL SITE PLAN		CITY OF HIGH POINT NORTH CAROLINA WESTSIDE WASTEWATER TREATMENT PLANT IMPROVEMENT - PHASE 2		HAZEN AND SAWYER Environmental Engineers & Scientists 400 North Main Street, Suite 500 High Point, North Carolina 27027		DAVIS, MARTIN, POWELL & ASSOCIATES, INC. Engineering, Land Planning, Surveying 6415 Old Point Rd., High Point, NC 27265		THE SCALE BAR DATE: APRIL 2008 3460-008 REVISIONS NO. DATE BY 1 4/20/2008 M.S. 2 4/20/2008 M.S. 3 4/20/2008 M.S. 4 4/20/2008 M.S. 5 4/20/2008 M.S. 6 4/20/2008 M.S. 7 4/20/2008 M.S. 8 4/20/2008 M.S. 9 4/20/2008 M.S. 10 4/20/2008 M.S. 11 4/20/2008 M.S. 12 4/20/2008 M.S. 13 4/20/2008 M.S. 14 4/20/2008 M.S. 15 4/20/2008 M.S. 16 4/20/2008 M.S. 17 4/20/2008 M.S. 18 4/20/2008 M.S. 19 4/20/2008 M.S. 20 4/20/2008 M.S. 21 4/20/2008 M.S. 22 4/20/2008 M.S. 23 4/20/2008 M.S. 24 4/20/2008 M.S. 25 4/20/2008 M.S. 26 4/20/2008 M.S. 27 4/20/2008 M.S. 28 4/20/2008 M.S. 29 4/20/2008 M.S. 30 4/20/2008 M.S. 31 4/20/2008 M.S. 32 4/20/2008 M.S. 33 4/20/2008 M.S. 34 4/20/2008 M.S. 35 4/20/2008 M.S. 36 4/20/2008 M.S. 37 4/20/2008 M.S. 38 4/20/2008 M.S. 39 4/20/2008 M.S. 40 4/20/2008 M.S. 41 4/20/2008 M.S. 42 4/20/2008 M.S. 43 4/20/2008 M.S. 44 4/20/2008 M.S. 45 4/20/2008 M.S. 46 4/20/2008 M.S. 47 4/20/2008 M.S. 48 4/20/2008 M.S. 49 4/20/2008 M.S. 50 4/20/2008 M.S. 51 4/20/2008 M.S. 52 4/20/2008 M.S. 53 4/20/2008 M.S. 54 4/20/2008 M.S. 55 4/20/2008 M.S. 56 4/20/2008 M.S. 57 4/20/2008 M.S. 58 4/20/2008 M.S. 59 4/20/2008 M.S. 60 4/20/2008 M.S. 61 4/20/2008 M.S. 62 4/20/2008 M.S. 63 4/20/2008 M.S. 64 4/20/2008 M.S. 65 4/20/2008 M.S. 66 4/20/2008 M.S. 67 4/20/2008 M.S. 68 4/20/2008 M.S. 69 4/20/2008 M.S. 70 4/20/2008 M.S. 71 4/20/2008 M.S. 72 4/20/2008 M.S. 73 4/20/2008 M.S. 74 4/20/2008 M.S. 75 4/20/2008 M.S. 76 4/20/2008 M.S. 77 4/20/2008 M.S. 78 4/20/2008 M.S. 79 4/20/2008 M.S. 80 4/20/2008 M.S. 81 4/20/2008 M.S. 82 4/20/2008 M.S. 83 4/20/2008 M.S. 84 4/20/2008 M.S. 85 4/20/2008 M.S. 86 4/20/2008 M.S. 87 4/20/2008 M.S. 88 4/20/2008 M.S. 89 4/20/2008 M.S. 90 4/20/2008 M.S. 91 4/20/2008 M.S. 92 4/20/2008 M.S. 93 4/20/2008 M.S. 94 4/20/2008 M.S. 95 4/20/2008 M.S. 96 4/20/2008 M.S. 97 4/20/2008 M.S. 98 4/20/2008 M.S. 99 4/20/2008 M.S. 100 4/20/2008 M.S.	
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Engineering Services Department

B. Keith Pugh, P.E.

DIRECTOR



Date: January 25, 2010

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services *BKPF*

Re: City Council Agenda, February 1, 2010 - Award of General Water and Sewer Improvements Contract – City Contract ENG-2009-012

On Wednesday, January 20, 2010 the City of High Point received and opened bids for Contract ENG-2009-012, General Water and Sewer Improvements. We received seven bids:

Breece Enterprises	\$ 626,679.50
R.F. Shinn Contractor	\$ 732,462.00
Yates Construction Company	\$ 763,862.35
Spencer's, Inc. DBA Landform	\$ 826,690.00
State Utility Contractors	\$ 842,152.50
Triangle Grading & Paving	\$ 883,422.00
Terry's Plumbing and Utilities	\$1,033,423.50

The availability date of this project is anticipated to be on or before February 22, 2010. The completion time is 130 consecutive calendar days from the Notice to Proceed (anticipated to be on or before July 2, 2010).

The purpose of the contract is to construct water and sewer line improvements at various locations throughout the City of High Point's system. The projects contained in the contract are as follows:

Water Improvements:

- Harvey Road – construct approx. 3,960' of new 16" main from Banbridge Drive to Riverdale
- Tarrant Road – construct approx. 1,090' of new 12" main to connect existing lines South of Piedmont Trace Drive
- Willard Road – construct new 12" main from Deep River Road to existing line 890' east

Sewer Improvements:

- W. Ray Avenue – replace portions of existing 8" and 12" lines from North Main Street to Pine Street

Engineering Services Department

PAGE 2 OF 2

GENERAL WATER AND SEWER

This contract contains an extension clause that allows the City to extend the contract up to 100 percent beyond the original bid amount at the contract unit prices.

Engineering Services recommends that City Council approves the bids and authorizes Contract ENG-2009-012 for General Water and Sewer Improvements to Breece Enterprises, Inc. at the contract bid price of \$626,679.50.

Funding is available in the following accounts:

P00042-05	Harvey Road	421779 533701 421001021805 40201	\$332,311.00
P00043-05	Tarrant Road	421779 533701 421001021705 40201	\$ 77,049.50
P00044-05	Willard Road	421779 533701 421001014505 40201	\$ 40,950.00
P00087-06	W. Ray Ave.	421779 533701 421101023905 40201	<u>\$186,369.00</u>
Total:			\$626,679.50

/bkp

Cc: Mr. Jeff Moore, Finance Director
Mr. Bob Martin, Purchasing Division
Mr. Chris Thompson, Public Services Director
Mrs. Lou Hedrick, Budget Director
Mr. Leon Adams, Adams and Clark Enterprises, Inc.

BID INFORMATION AND RECOMMENDATION**BID #** 20-012010**DATE OPENED:** January 20, 2010**DESCRIPTION:** General Water & Sewer Improvements**BID PACKAGES DISTRIBUTED:** 13**DEPARTMENT:** Engineering Services/Public Services**SOURCE OF FUNDS:****BUDGETED AMOUNT:**

Harvey Road	421779 533701 421001021805 40201	\$332,311.00
Tarrant Road	421779 533701 421001021705 40201	\$ 77,049.50
Willard Road	421779 533701 421001014505 40201	\$ 40,950.00
W. Ray Ave.	421779 533701 421101023905 40201	<u>\$186,369.00</u>
Total:		\$626,679.50

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	GENERAL WATER & SEWER IMPROVEMENTS	\$626,679.50	\$626,679.50

PURPOSE: The purpose of the contract is to construct water and sewer line improvements at various locations throughout the City of High Point's system. The projects contained in the contract are as follows:

Water Improvements:

- Harvey Road – construct approx. 3,960' of new 16" main from Banbridge Drive to Riverdale
- Tarrant Road – construct approx. 1,090' of new 12" main to connect existing lines South of Piedmont Trace Drive
- Willard Road – construct new 12" main from Deep River Road to existing line 890' east

Sewer Improvements:

- W. Ray Avenue – replace portions of existing 8" and 12" lines from North Main Street to Pine Street

BID TABULATION

BIDDERS	BID
Breece Enterprises 2203 Eastchester Drive, Suite 105 High Point, NC 27265-1519	\$626,679.50
R.F. Shinn 9025 Highway 601 Midland, NC 28107	\$732,462.00
Yates Construction Co. Route 2 Box 278 Stokesdale, NC 27357	\$763,862.35
Spencer's Inc. (Landform Const.) 290 Quarry Road Mount Airy, NC 27030	\$826,690.00
State Utility Contractors, Inc. 4417 Old Charlotte Highway Monroe, NC 28110	\$842,152.50
Triangle Grading and Paving Co. 1521 South Huffman Mill Road Burlington, NC 27216-2570	\$883,422.00
Terry's Plumbing and Utilities 465 Lewallen Road Asheboro, NC 27205	\$1,033,423.50

The **PURCHASING DEPARTMENT AND ENGINEERING SERVICES DEPARTMENT** recommend that the contract for **GENERAL WATER & SEWER IMPROVEMENTS** be awarded to **BREECE ENTERPRISES**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$626,679.50**.

DATE OF RECOMMENDATION: January 25, 2010


Strub Boynton, CITY MANAGER



MEMORANDUM

January 26, 2010

To: Honorable Mayor and City Council
From: G. Lee Burnette, AICP, Director
Subject: **New Thomasville Annexation Agreement**

In 1995, the High Point City Council established an annexation agreement with the Thomasville City Council for land located between the two municipalities in Randolph County. The agreement was established under the authority granted to municipalities by NCGS 160A-58.21 and was for a period of 15 years that expires on March 1, 2010.

Department staff has been in discussion with the City of Thomasville staff regarding the re-establishment of this annexation boundary through a new agreement. Both the Thomasville and High Point staff favor maintaining the current boundary in Randolph County that was established by the original agreement.

Attached is the new annexation agreement with exhibits that illustrate the annexation boundary, the area of notification and a written description. The new agreement would take effect March 1, 2010 and be effective for a period of 20 years.

Notice of the public hearing was published in the High Point Enterprise in accordance with NCGS requirements. The Council's Planning & Development Committee was briefed on this annexation agreement at their January 5, 2010 meeting. The Thomasville City Council will hold its public hearing and consider this agreement at their February regular meeting.

Please consider the adoption of this new annexation agreement with the City of Thomasville.

Attachment

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3056 www.high-point.net/plan Permit Fax: 336.883.8518 TDD 336.883.8517

ORDINANCE ESTABLISHING AN ANNEXATION AGREEMENT BETWEEN THE CITIES OF THOMASVILLE, NORTH CAROLINA AND HIGH POINT, NORTH CAROLINA.

WHEREAS, the cities of Thomasville and High Point want to encourage the orderly development of the unincorporated areas adjacent to the two municipalities; and

WHEREAS, the cities of Thomasville and High Point want to delineate growth boundaries in northwest Randolph County between the two municipalities to promote orderly growth and allow for the efficient provision of municipal services; and

WHEREAS, the two jurisdictions want to reduce the uncertainty among residents and property owners in the potential growth areas of the municipalities, which will improve planning by both public and private interests in such areas; and

WHEREAS, the General Statutes of North Carolina, Chapter 160A, Section 58.21 et seq. authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF THOMASVILLE, NORTH CAROLINA AND THE COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA THAT THE JURISDICTIONS AGREE AS FOLLOWS:

1. This agreement is executed pursuant to the authority of the General Statutes of North Carolina, Chapter 160A, Section 58.21 et seq.
2. This agreement shall be effective March 1, 2010 and shall terminate the last day of February, 2030.
3. Attached hereto and incorporated by reference is Exhibit A, which illustrates the area in Randolph County covered by this agreement and which shows a line in Randolph County that Thomasville and High Point agree not to cross with municipal boundaries by voluntary or involuntary annexation during the term of this agreement.
4. Attached hereto and incorporated by reference is Exhibit B, which describes the line shown in Exhibit A. In the area covered by this agreement, Thomasville and High Point shall have the responsibilities and authority set forth in Paragraphs 6, 7 and 8 of this agreement.
5. Incorporated herein by reference and on file with the City Clerks of Thomasville and High Point is Exhibit C, which includes a map indicating the line described in Exhibits A and B, including tax lots where appropriate.

6. This agreement shall have no effect beyond three miles from the primary corporate limits of Thomasville or High Point until the corporate limits of said municipality are within three miles of the annexation agreement lines described in Exhibits A, B, and C, as provided for by the General Statutes of North Carolina Chapter 160A, Section 58.24 (e).
7. Where a specific line used in this agreement bisects an ownership parcel, said parcel in its entirety shall be considered to be included in the area where a majority of the parcel lies, except where a parcel is bisected by the right-of-way of US Business Interstate 85 (US 29/70).
8. When Thomasville or High Point is considering annexation within the area included in this agreement, said municipality shall provide written or electronic notice of the proposed annexation to the other municipality at least 60 days prior to the adoption of any annexation ordinance. The City of High Point and the City of Thomasville hereby authorize each other to use whichever of these two forms of notice the city sending the notice prefers. Such notice shall describe the area to be annexed by a legible map clearly and adequately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing municipality has agreed not to annex pursuant to the agreement; and roads, streams and other prominent geographical features. Exhibit D illustrates where this notification provision shall apply. Such notice shall be effective for no more than 180 days. The presiding officer of the governing body of the notified jurisdiction may waive the required 60 day waiting period as provided for by the General Statutes of North Carolina Chapter 160A, Section 58.24(a)(5).
9. This agreement may be modified or terminated by a subsequent agreement entered into by Thomasville and High Point, as provided for by the General Statutes of North Carolina Chapter 160A, Section 58.24 (d).
10. From and after the effective date of this agreement, neither city may consider in any manner the annexation of any area in violation of this agreement. From and after the effective date of this agreement, neither city may annex all or any portion of any area in violation of this agreement.
11. The annexation agreement between the City of Thomasville and the City of High Point dated October 18, 1999 and November 1, 1999 for property in Randolph County is hereby terminated.

IN WITNESS THEROF, the parties hereto have caused this agreement to be duly executed by each of their properly authorized officials on the day and year first written below, and this agreement is executed in duplicate.

CITY OF THOMASVILLE

BY: _____
Mayor

APPROVED BY THE THOMASVILLE
CITY COUNCIL ON

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HIGH POINT

BY: _____
Mayor

APPROVED BY THE HIGH POINT
CITY COUNCIL ON

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

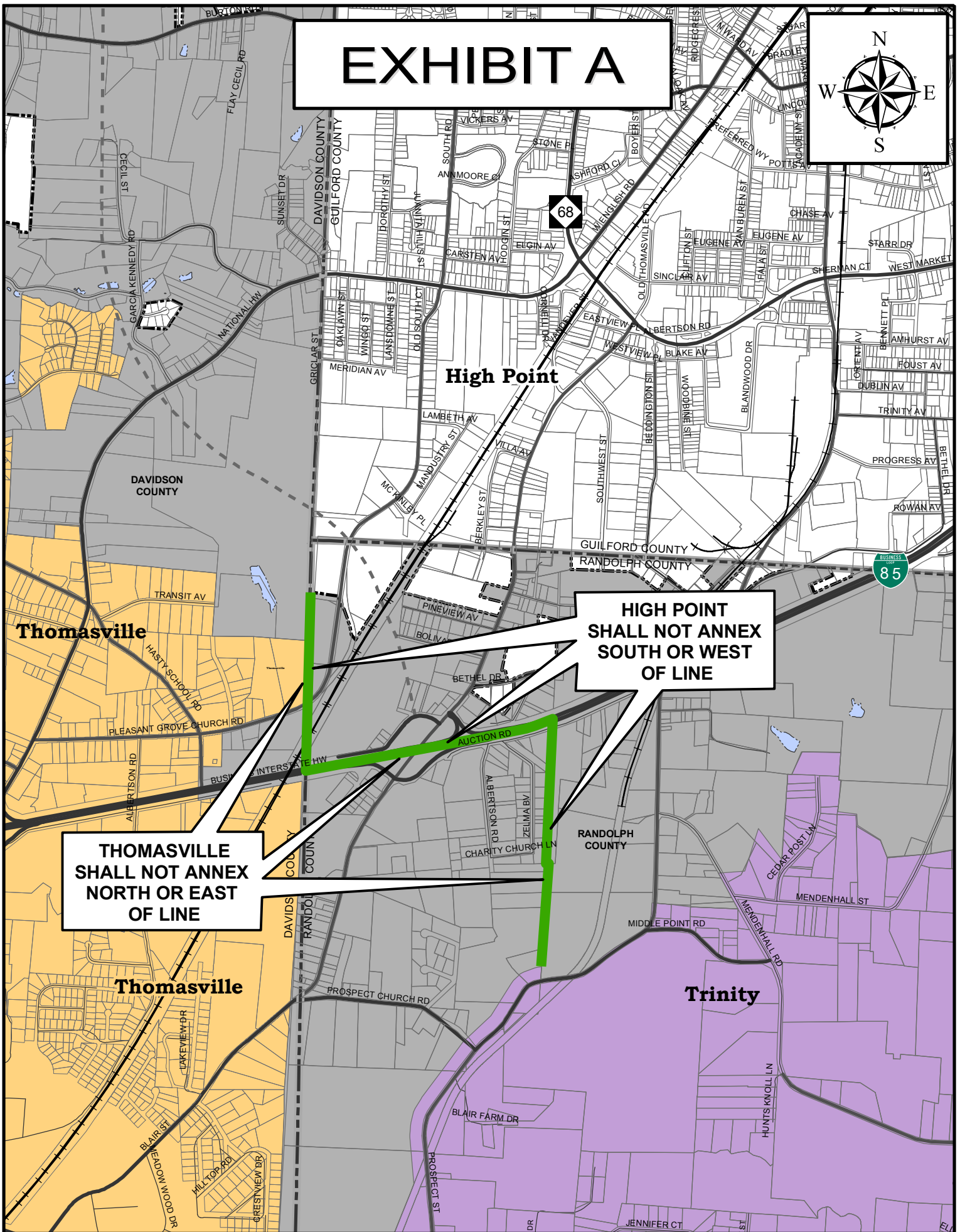
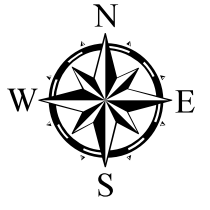


EXHIBIT B

The city of High Point shall not annex south and west of, nor shall the city of Thomasville annex east and north of, the line described as follows, until the year 2030:

BEGINNING at a point on the western property boundary of Randolph County tax parcel 6798364174, said point being approximately 172 feet north of the northern right-of-way line of Prospect Street and said point also being a point on the corporate limits line of the city of Trinity; thence in a northerly direction roughly 1,430 feet along the western property boundaries of said parcel 6798364174 and Randolph County tax parcel 6798377276 to a point being a northwest property corner of said parcel 6798377276 said point being also a point on a southern property boundary of Randolph County tax parcel 6798383496; thence in a westerly direction roughly 48 feet to the southwest property corner of said parcel 6798383496; thence in a northerly direction roughly 1,842 feet along the western property boundary of said parcel 6798383496 to its northwest corner, said point being also a point on the southern right-a-way line of Auction Road; thence in a northerly direction roughly 60 feet across the right-of-way of Auction Road to a point on its northern right-of-way line, said point being also a point of the southern right-of-way line of US Business 85 (US 29/70; thence continuing in a northerly direction roughly 150 feet to a point intended to be on the centerline of US Business 85; thence following the centerline of US Business 85 in a generally southwesterly direction roughly 3,600 feet to a point on the Davidson County line; thence in a northerly direction roughly 150 feet across the northern half of the right-of-way of US Business 85 to a point on its northern right-of-way line, said point being also the southwest property corner of Randolph County tax parcel 6798099710; thence in a northerly direction roughly 80 feet to the northwest property corner of said parcel 6798099710, said point being also a point on the southern right-of-way line of the Southern Railroad; thence continuing in a northerly direction roughly 460 feet across the right-of-way of the Southern Railroad to a point on its northern right-of-way line, said point being also the southern property corner of Randolph County tax parcel 6798090610; thence in a northerly direction roughly 240 feet along the western property boundary of said parcel 6798090610 to a point on its western boundary line, said point being also a point on the southern right-of-way line of South Road/Pleasant Grove Church Road; thence a northerly direction roughly 45 feet across the right-of-way of South Road/Pleasant Grove Church Road to a point on its northern right-of-way line, said point being also a point on the western property line of said parcel 6798090610; thence continuing in a northerly direction roughly 900 feet along the western property boundary of said parcel 6798090610 to its northwest property corner, said property corner being also the southwest property corner of Randolph County tax parcel 6799000372; thence continuing in a northerly direction roughly 897 feet to the northwest property corner of said parcel 6799000372, said property corner being also the southwest property corner of Randolph County tax parcel 6799011168; thence continuing in a northerly direction roughly 69 feet to a point on the western property boundary of said tax parcel 6799011168 and TERMINUS.

Parcel ID Number

- 1- 6798364174
- 2- 6798377276
- 3- 6798383496
- 4- 6798099710
- 5- 6798090610
- 6- 6799000372
- 7- 6799011168

EXHIBIT C

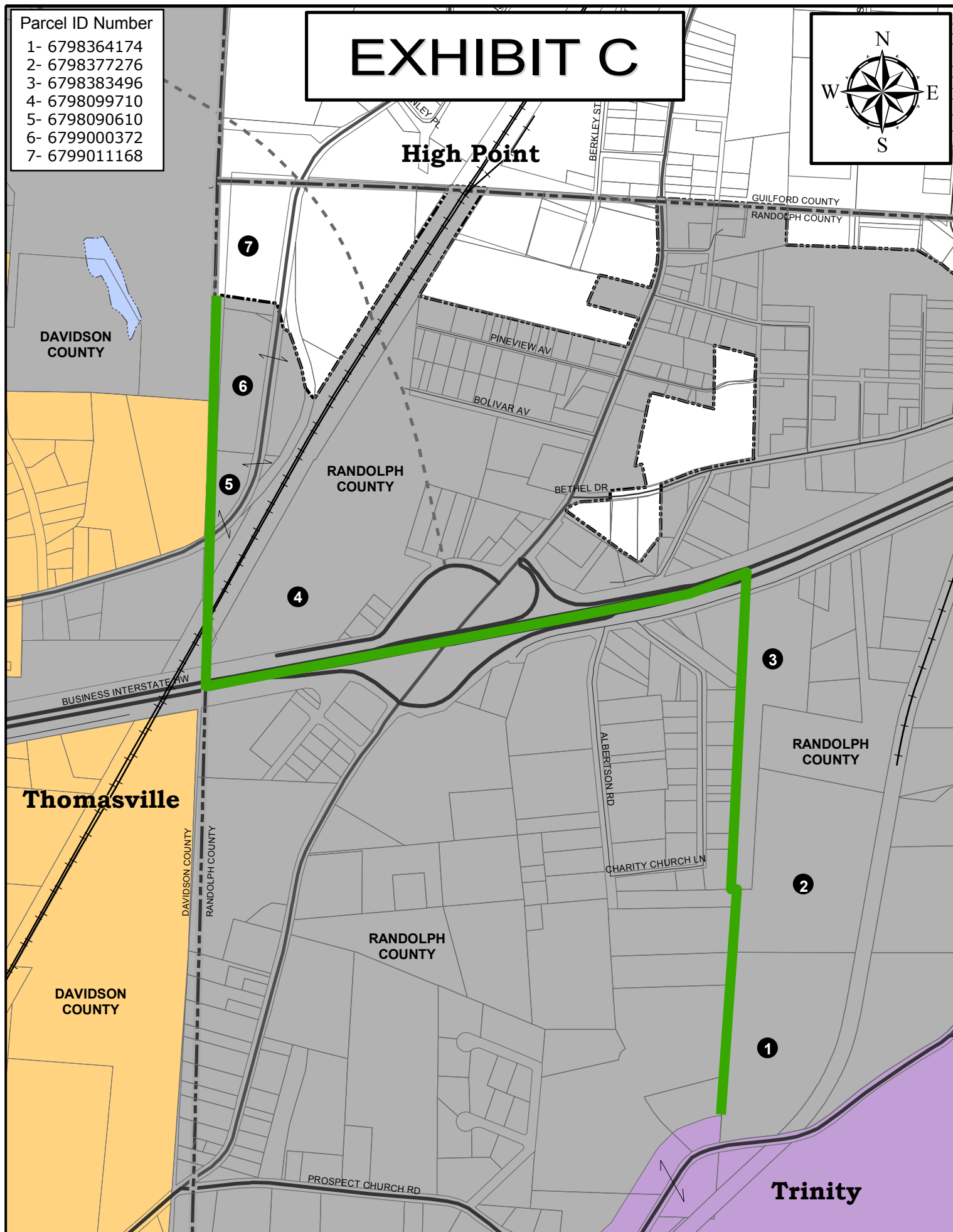
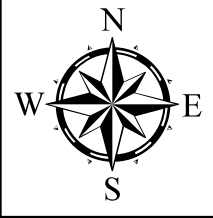
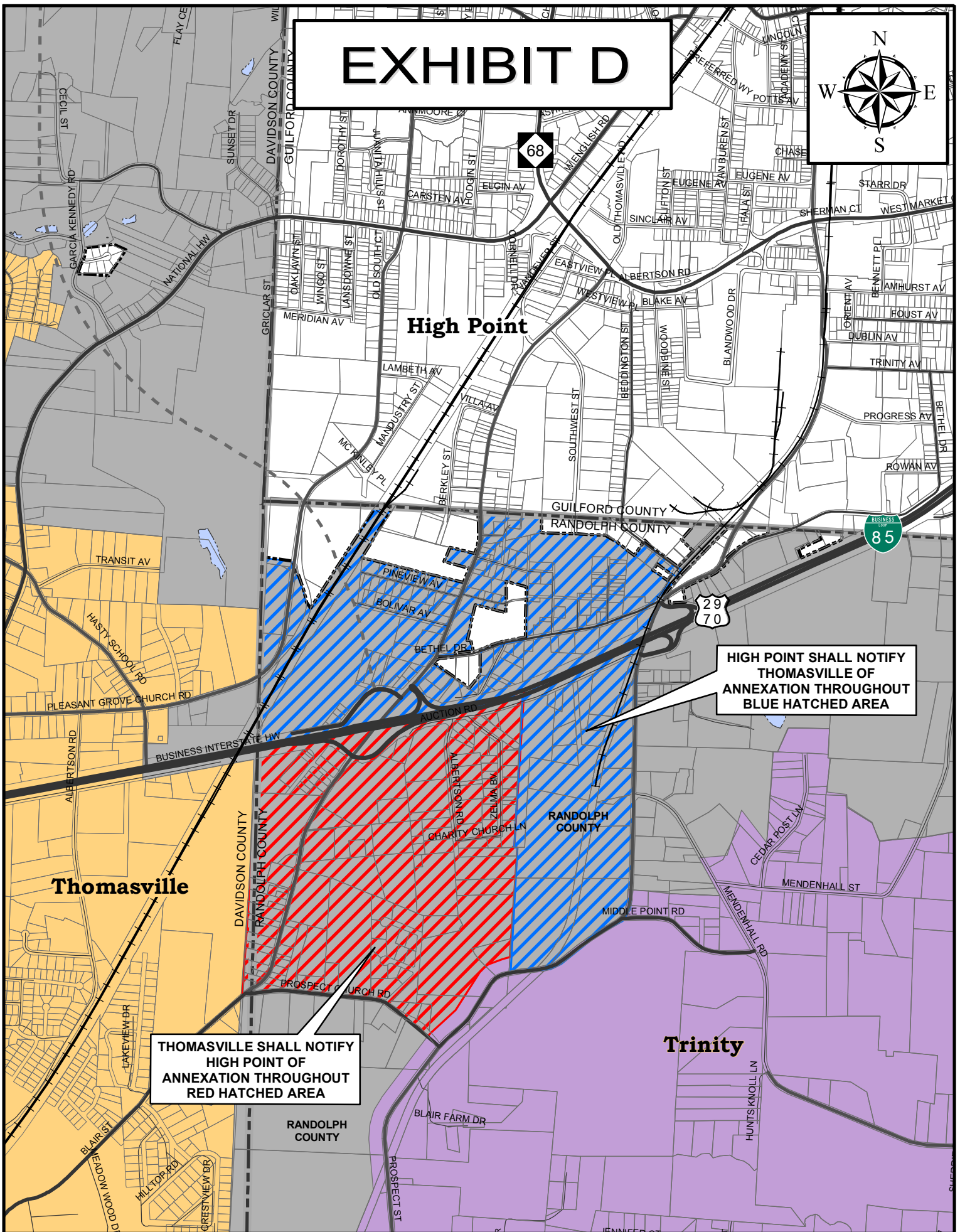
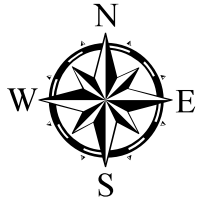


EXHIBIT D



ORDINANCE ESTABLISHING AN ANNEXATION AGREEMENT BETWEEN THE CITIES OF THOMASVILLE, NORTH CAROLINA AND HIGH POINT, NORTH CAROLINA.

WHEREAS, the cities of Thomasville and High Point want to encourage the orderly development of the unincorporated areas adjacent to the two municipalities; and

WHEREAS, the cities of Thomasville and High Point want to delineate growth boundaries in northwest Randolph County between the two municipalities to promote orderly growth and allow for the efficient provision of municipal services; and

WHEREAS, the two jurisdictions want to reduce the uncertainty among residents and property owners in the potential growth areas of the municipalities, which will improve planning by both public and private interests in such areas; and

WHEREAS, the General Statutes of North Carolina, Chapter 160A, Section 58.21 et seq. authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF THOMASVILLE, NORTH CAROLINA AND THE COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA THAT THE JURISDICTIONS AGREE AS FOLLOWS:

1. This agreement is executed pursuant to the authority of the General Statutes of North Carolina, Chapter 160A, Section 58.21 et seq.
2. This agreement shall be effective March 1, 2010 and shall terminate the last day of February, 2030.
3. Attached hereto and incorporated by reference is Exhibit A, which illustrates the area in Randolph County covered by this agreement and which shows a line in Randolph County that Thomasville and High Point agree not to cross with municipal boundaries by voluntary or involuntary annexation during the term of this agreement.
4. Attached hereto and incorporated by reference is Exhibit B, which describes the line shown in Exhibit A. In the area covered by this agreement, Thomasville and High Point shall have the responsibilities and authority set forth in Paragraphs 6, 7 and 8 of this agreement.
5. Incorporated herein by reference and on file with the City Clerks of Thomasville and High Point is Exhibit C, which includes a map indicating the line described in Exhibits A and B, including tax lots where appropriate.

6. This agreement shall have no effect beyond three miles from the primary corporate limits of Thomasville or High Point until the corporate limits of said municipality are within three miles of the annexation agreement lines described in Exhibits A, B, and C, as provided for by the General Statutes of North Carolina Chapter 160A, Section 58.24 (e).
7. Where a specific line used in this agreement bisects an ownership parcel, said parcel in its entirety shall be considered to be included in the area where a majority of the parcel lies, except where a parcel is bisected by the right-of-way of US Business Interstate 85 (US 29/70).
8. When Thomasville or High Point is considering annexation within the area included in this agreement, said municipality shall provide written or electronic notice of the proposed annexation to the other municipality at least 60 days prior to the adoption of any annexation ordinance. The City of High Point and the City of Thomasville hereby authorize each other to use whichever of these two forms of notice the city sending the notice prefers. Such notice shall describe the area to be annexed by a legible map clearly and adequately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing municipality has agreed not to annex pursuant to the agreement; and roads, streams and other prominent geographical features. Exhibit D illustrates where this notification provision shall apply. Such notice shall be effective for no more than 180 days. The presiding officer of the governing body of the notified jurisdiction may waive the required 60 day waiting period as provided for by the General Statutes of North Carolina Chapter 160A, Section 58.24(a)(5).
9. This agreement may be modified or terminated by a subsequent agreement entered into by Thomasville and High Point, as provided for by the General Statutes of North Carolina Chapter 160A, Section 58.24 (d).
10. From and after the effective date of this agreement, neither city may consider in any manner the annexation of any area in violation of this agreement. From and after the effective date of this agreement, neither city may annex all or any portion of any area in violation of this agreement.
11. The annexation agreement between the City of Thomasville and the City of High Point dated October 18, 1999 and November 1, 1999 for property in Randolph County is hereby terminated.

IN WITNESS THEROF, the parties hereto have caused this agreement to be duly executed by each of their properly authorized officials on the day and year first written below, and this agreement is executed in duplicate.

CITY OF THOMASVILLE

BY: Joe R. Bennett
Mayor

APPROVED BY THE THOMASVILLE
CITY COUNCIL ON
February 15, 2010

ATTEST:

Quis V. Moore
City Clerk

APPROVED AS TO FORM:

Paul H. H. H.
City Attorney

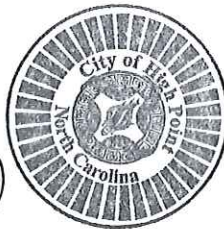
CITY OF HIGH POINT

BY: Rebecca R. McShane
Mayor

APPROVED BY THE HIGH POINT
CITY COUNCIL ON
February 1, 2010

ATTEST:

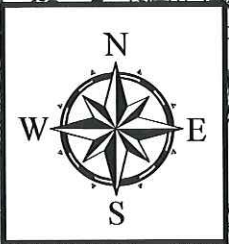
Lisa G. Virling
City Clerk



APPROVED AS TO FORM:

John C. C.
City Attorney

EXHIBIT A



High Point

**HIGH POINT
SHALL NOT ANNEX
SOUTH OR WEST
OF LINE**

**THOMASVILLE
SHALL NOT ANNEX
NORTH OR EAST
OF LINE**

Thomasville

Thomasville

Trinity

EXHIBIT B

The city of High Point shall not annex south and west of, nor shall the city of Thomasville annex east and north of, the line described as follows, until the year 2030:

BEGINNING at a point on the western property boundary of Randolph County tax parcel 6798364174, said point being approximately 172 feet north of the northern right-of-way line of Prospect Street and said point also being a point on the corporate limits line of the city of Trinity; thence in a northerly direction roughly 1,430 feet along the western property boundaries of said parcel 6798364174 and Randolph County tax parcel 6798377276 to a point being a northwest property corner of said parcel 6798377276 said point being also a point on a southern property boundary of Randolph County tax parcel 6798383496; thence in a westerly direction roughly 48 feet to the southwest property corner of said parcel 6798383496; thence in a northerly direction roughly 1,842 feet along the western property boundary of said parcel 6798383496 to its northwest corner, said point being also a point on the southern right-a-way line of Auction Road; thence in a northerly direction roughly 60 feet across the right-of-way of Auction Road to a point on its northern right-of-way line, said point being also a point of the southern right-of-way line of US Business 85 (US 29/70; thence continuing in a northerly direction roughly 150 feet to a point intended to be on the centerline of US Business 85; thence following the centerline of US Business 85 in a generally southwesterly direction roughly 3,600 feet to a point on the Davidson County line; thence in a northerly direction roughly 150 feet across the northern half of the right-of-way of US Business 85 to a point on its northern right-of-way line, said point being also the southwest property corner of Randolph County tax parcel 6798099710; thence in a northerly direction roughly 80 feet to the northwest property corner of said parcel 6798099710, said point being also a point on the southern right-of-way line of the Southern Railroad; thence continuing in a northerly direction roughly 460 feet across the right-of-way of the Southern Railroad to a point on its northern right-of-way line, said point being also the southern property corner of Randolph County tax parcel 6798090610; thence in a northerly direction roughly 240 feet along the western property boundary of said parcel 6798090610 to a point on its western boundary line, said point being also a point on the southern right-of-way line of South Road/Pleasant Grove Church Road; thence a northerly direction roughly 45 feet across the right-of-way of South Road/Pleasant Grove Church Road to a point on its northern right-of-way line, said point being also a point on the western property line of said parcel 6798090610; thence continuing in a northerly direction roughly 900 feet along the western property boundary of said parcel 6798090610 to its northwest property corner, said property corner being also the southwest property corner of Randolph County tax parcel 6799000372; thence continuing in a northerly direction roughly 897 feet to the northwest property corner of said parcel 6799000372, said property corner being also the southwest property corner of Randolph County tax parcel 6799011168; thence continuing in a northerly direction roughly 69 feet to a point on the western property boundary of said tax parcel 6799011168 and TERMINUS.

EXHIBIT C



- Parcel ID Number
- 1- 6798364174
 - 2- 6798377276
 - 3- 6798383496
 - 4- 6798099710
 - 5- 6798090610
 - 6- 6799000372
 - 7- 6799011168

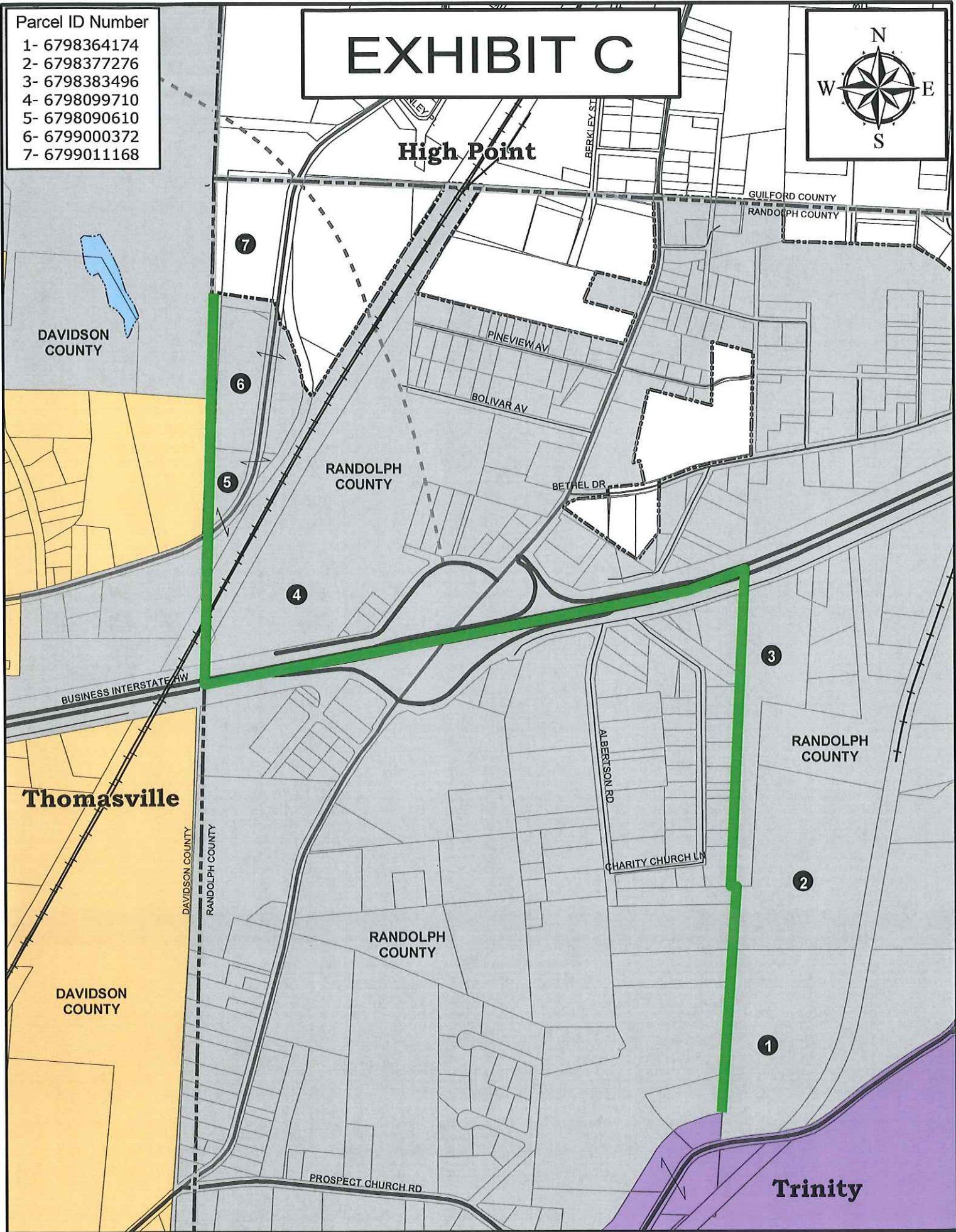
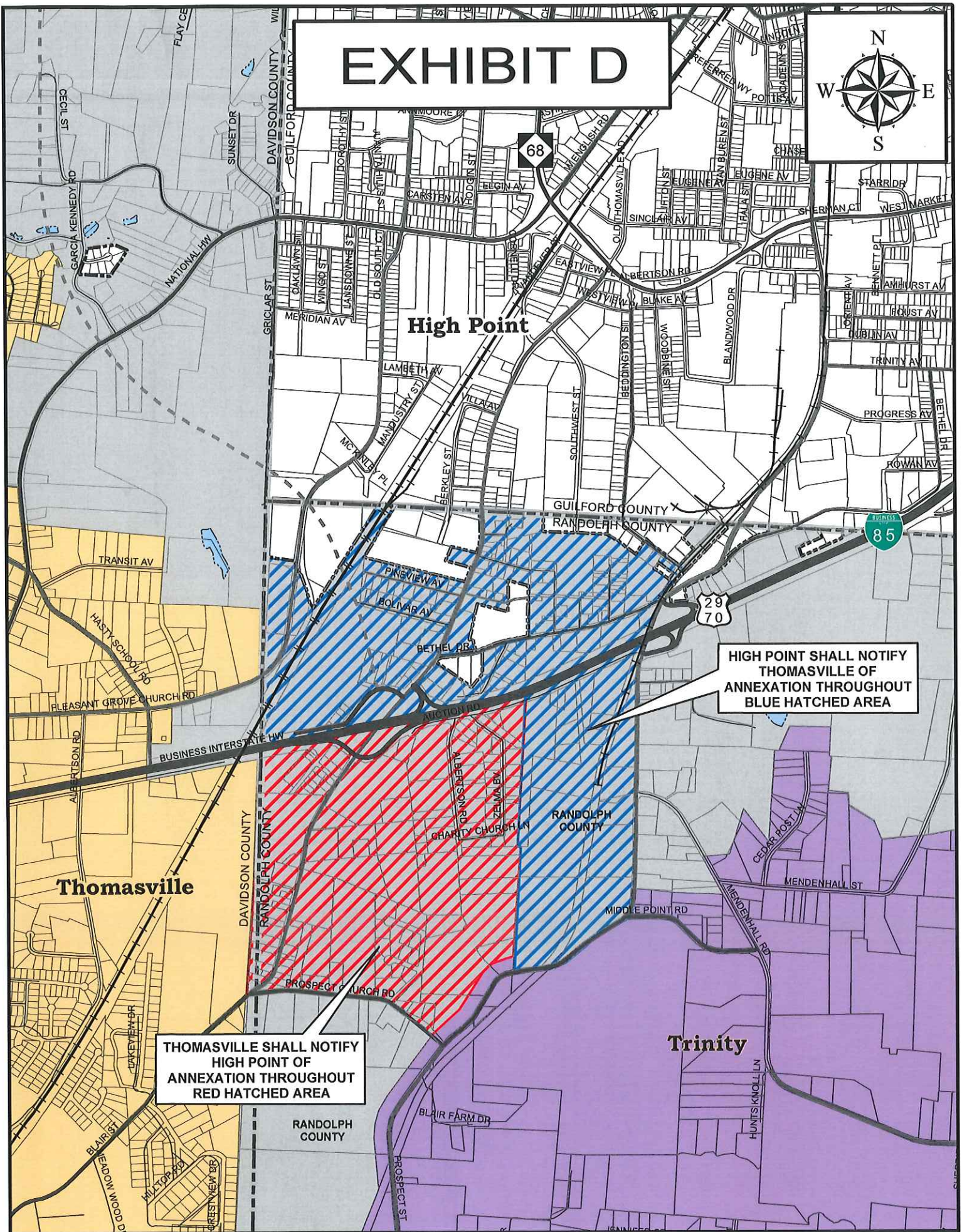


EXHIBIT D





January 27, 2010

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: Municipal Agreements for Airport Area Roadway Network, State TIP U-4758

- Johnson Street / Sandy Ridge Road Planning, Environmental, and Preliminary Design
- Feasibility Study Participation, FS-0707A
- NC 68 Corridor Evaluation & "Superstreets" Feasibility Study

Attached please find a cover letter from the North Carolina Department of Transportation (NCDOT) and two (2) original Municipal Agreements for the referenced projects.

The Johnson Street / Sandy Ridge Road corridor in northwest High Point has been a high priority for many years. A feasibility study completed in 2002 determined the general impacts of two alternative alignments. In 2006, with help from The Ferguson Group, the City was approved to receive up to \$6,492,260 in federal funds for the project through transportation legislation passed by the U.S. Congress. This funding is specifically intended for the environmental planning and design for this and two subprojects that comprise the "Airport Area Roadway Network". Funding for construction is not included.

Over the past four years, the City has accumulated \$1,300,000 in capital funding for the required 20% match of the federal appropriation. Currently, only one \$325,000 installment remains, and this will likely be split into two equal amounts and deferred to fiscal years 2012 and 2013. Following City Council approval of this agreement and subsequent execution by the Board of Transportation and the State Highway Administrator, we will issue a Request for Qualifications (RFQ) seeking professional transportation planning and engineering services to prepare the appropriate environmental document and begin design for the preferred alternative.

It is anticipated that all work associated with this agreement can be completed in approximately three years (note: the agreement requires completion within five years of its execution). Undoubtedly, environmental mitigation, right-of-way acquisition, and other pre-construction activities will add several years to the project calendar. Given the current state of the economy in general and transportation funding in particular, construction funding for the project is, realistically, more than five years in the future, and will likely be funded through a combination of state and local sources.



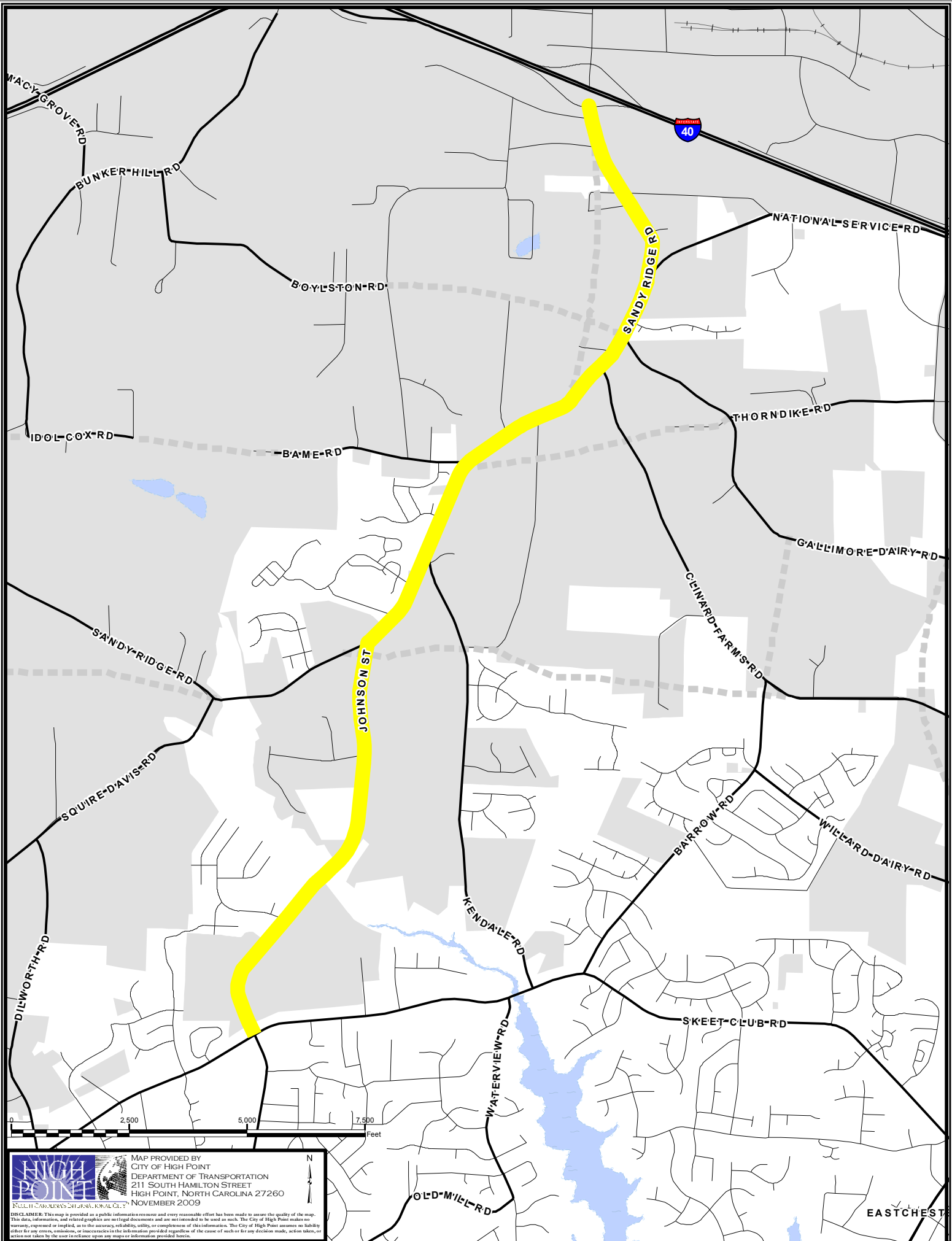
January 27, 2010

The agreement also allows a portion of the funds to be expended on two smaller, related subprojects. The first is a feasibility study currently in progress by the Greensboro Department of Transportation (GDOT). This project, State TIP FS-0707A, is evaluating alternatives for interchange improvements at I-40, and the widening of Sandy Ridge northward to its terminus at W. Market Street (old US 421). The second subproject, also to be completed in collaboration with GDOT, proposes aggressive interim measures to address steadily increasing congestion on the NC 68 corridor, from Penny Road to north of I-40. "Superstreets" is a concept of traffic management that fits well into the current parameters of the NC 68 corridor. If deemed feasible, it may be possible to implement this concept while the Johnson/Sandy Ridge project moves through the prolonged process of agency approvals, right-of-way acquisition, and programming for construction funding. The maximum amount that may be committed from the federal appropriation for these subprojects is \$100,000, with a \$25,000 City match.

The agreement is a standardized form used by the NCDOT for municipalities throughout the state, with specifics filled in to fit the project. I will be available at the Monday February 1 meeting to address questions from City Council regarding the agreement and the proposed projects. Please advise if additional information is desired prior to the meeting.

Attachments

c	J. M. Mills, P.E.	NCDOT Division 7
	John Hunsinger	NCDOT Division 7
	File	



MAP PROVIDED BY
CITY OF HIGH POINT
DEPARTMENT OF TRANSPORTATION
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
NOVEMBER 2009

DISCLAIMER: This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data, information, and related graphics are not intended to be used as such. The City of High Point makes no warranty, expressed or implied, as to the accuracy, reliability, utility, or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

January 20, 2010

Mr. Mark McDonald
Transportation Director
City of High Point (DOT)
P. O. Box 230
High Point, NC 27261

Dear Mr. McDonald:

SUBJECT: Locally Administered Federal Agreement, Project U-4758
City of High Point, Guilford County

Enclosed are duplicate original Agreements for funding the planning and design of the Airport Area Roadway Network Project in Guilford County. The Municipality has ninety (90) days from the receipt date to sign and return the agreements to our office.

After you have reviewed this Agreement, please present to the proper authority for approval and execution. Once signed, all originals should be returned to me for Departmental execution at the mailing address below. One fully executed agreement will be sent back to you for your records.

If revisions are necessary, please email me at sgibbs@ncdot.gov or call me at (919) 250-4158. I will make the appropriate changes and promptly forward the revised agreement back to you.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Gibbs".

Sheila Gibbs
Contract Officer

Enclosures

cc: John Hunsinger, Division Project Engineer
Marta Matthews, Local Programs Management
Mike Stanley, PE, TIP Development Unit

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27699-1595

TELEPHONE: 919-250-4234
FAX: 919-212-5711
WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC

NORTH CAROLINA
GUILFORD COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 1/20/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

CITY OF HIGH POINT

TIP #: U-4758
WBS Elements: PE 40251.1.1
ROW _____
CON _____
OTHER FUNDING: _____
CFDA #: 20.205

Total Funds [NCDOT Participation] \$6,492,260

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1702 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes High Priority Projects funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for Airport Area Roadway Network Project, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$6,492,260 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning and construction of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in any additional guidance provided by the Department, which is incorporated by reference in this Agreement.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of a planning and environmental study and design/engineering for the widening of Johnson Street/Sandy Ridge Road from Skeet Club Road to Interstate 40; and a corridor feasibility study north of Project limits at I-40, outside the direct jurisdiction and control of the City of High Point (currently programmed under FS-0707A); and a NC 68 corridor evaluation and "Superstreet" Feasibility Study from SR 1536 (Penny Rd) in High Point to Triad Center Drive in Greensboro, just north of I-40/NC 68 interchange.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning, Engineering and Design
- Environmental Documentation
- Feasibility Study Participation (FS-0707A)
- NC 68 Corridor Evaluation & "Superstreet" Feasibility Study

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Six Million Four Hundred Ninety Two Thousand Two Hundred Sixty Dollars (\$6,492,260), as detailed below. The Municipality shall provide a local match, as detailed in the table below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority Projects	\$6,492,260	80 %	\$1,623,065	20 %
Total Estimated Cost		\$8,115,325		

Funding for both of the Feasibility Studies (FS-0707A and NC 68 Corridor evaluation and "Superstreet") will be limited to a total cost of up to \$125,000 (\$100,000 - federal award with a local match of \$25,000).

4. TIME FRAME

The Municipality, and/or its agent, shall complete the Project within five (5) years of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not contract for, or perform, any work prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- The Department must review and approve all professional services contracts and if the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a

request and supporting documentation to the Department for review and approval, prior to any work being initiated.

7. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts, as applicable to the approved Scope of Work for the project.

8. ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, North Carolina General Statute 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements,

the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. CLOSE-OUT

The Municipality shall be responsible for the following:

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations prior to requesting final reimbursement.

10. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Planning, Engineering, and Design
- Environmental Documentation
- Feasibility Study Participation (FS-0707A)
- NC 68 Corridor Evaluation & "Superstreet" Feasibility Study

Reimbursement for both of the Feasibility Studies listed above will be limited to a total cost of up to \$125,000 (\$100,000 - federal award with a local match of \$25,000).

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of 49 CFR 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23, Part 140 and Part 172, which is being incorporated into this Agreement by reference at (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and by Office of

Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedural rules and regulations.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$6,492,260 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **FORCE ACCOUNT REIMBURSEMENT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project

partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

11. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration under this Agreement, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

12. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for High Priority Projects funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available. The Department shall be responsible for notifying the Municipality immediately, in writing, if project funding is to be terminated, and shall assume the Federal share of any costs incurred up to thirty (30) days after termination if immediate notification is delayed or otherwise not provided to the Municipality in a timely manner.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

- The Department shall have the right to abandon the Project at any time it sees fit prior to the time the Municipality has been called upon to perform any part of its agreement.
- If the Municipality decides to terminate the Project, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of

completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

13. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

Approved by _____ of the City of High Point as attested to by the signature
of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)