



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair
Committee Members:
Monica Peters
Michael Holmes
Tim Andrew

Cyril Jefferson, Mayor (Alternate)
Michael Holmes, Mayor Pro Tem (Alternate)

Thursday, May 2, 2024

4:00 PM

3rd Floor Council Chamber

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

1. [2024-119](#) Public Hearing and Consideration of an Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC ("WI High Point"). (First Reading)
Following the public hearing and second reading, City Council is requested to approve adoption of this Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC and authorize appropriate city officials to execute all necessary documents.
Attachments: [WI High Point Landfill, LLC](#)
2. [2024-148](#) Consideration of a Contract with American Process Group, LLC
City Council is requested to consider a contract with American Process Group, LLC in the amount of \$885,773 and authorize appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - American Process Group, LLC](#)
3. [2024-149](#) Consideration of a Task Order with Black and Veatch
City Council is requested to consider a Task Order to Black and Veatch in the amount of \$576,065, to aid with phase 2 of the implementation plan to achieve compliance with the Federal Lead and Copper Rule Revisions and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Task Order - Black and Veatch](#)
4. [2024-150](#) Consideration of a Local Assistance for Stormwater Infrastructure Investments Grant

City Council is requested to consider a Resolution designating applicant agents, approve the funding offer, and accept the grant award for the Local Assistance for Stormwater Infrastructure Investment Grant and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Resolution - LASII Grant Agent](#)

5. [2024-151](#) Consideration a Purchase from Carolina Cat
City Council is requested to consider purchasing a diesel generator and automatic transfer switches which were competitively bid from Carolina CAT through the Sourcewell cooperative purchasing contract for a total amount of \$1,086,710, to be installed at the Oak Hollow Raw Water Pump Station for backup emergency power and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Carolina Cat - Generator for the Oak Hollow Pump Station](#)
6. [2024-152](#) Consideration of a Task Order with Sturgill Engineering P.A.
City Council is requested to consider a Task Order for Professional Engineering Services to Sturgill Engineering P.A. in the amount of \$107,900, and authorize appropriate City Official(s) to execute all necessary documents.
Attachments: [Task Order - Sturgill Engineering](#)
7. [2024-153](#) Consideration of a Sole Source Purchase from JWC Environmental Inc.
City Council is requested to consider a sole source purchase from JWC Environmental, Inc. in the amount of \$522,000, for the purchase of two (2) fine bar screens and washer compactors at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Sole Source - JWC Environmental, Inc.](#)
8. [2024-154](#) Consideration of a Bid Award to Wesco, Inc.
City Council is requested to award a bid to Wesco, Inc. in the amount of \$362,186.01 for the procurement of materials to build a 100kV Transmission line from Penny Substation to Deep River Substation and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Bid Award - Wesco, Inc.](#)
9. [2024-162](#) Consideration of a Change Order to Pike Electric
City Council is requested to consider a Change Order to Pike Electric for \$711,300, due to increased labor rates, additional projects, and unforeseen equipment failures and authorize the appropriate City Official(s) to execute all necessary documents. This will bring the new contract amount to \$2,980,300.
Attachments: [Change Order - Pike Electric](#)
10. [2024-155](#) Consideration of a Request to Establish a Public Hearing Date for the

2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding
City Council is requested to establish a public hearing date for Monday, May 20, 2024, to receive public comments on the funding, adoption of a Resolution ratifying an Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2023 Byrne Justice Assistance Grant (JAG) and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Request for 2023 JAG Public Hearing](#)

11. [2024-161](#) Consideration of a Sole Source Purchase from A Lot Media
City Council is requested to consider a sole source purchase from A Lot Media in the amount of \$51,735 for updated digital rate boards to replace outdated rate and car count signage for three City owned parking decks and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [A LOT Media Digital Rate Boards](#)
12. [2024-157](#) Consideration of a Resolution Authorizing a Grant Agreement with the North Carolina Department of Transportation
City Council is requested to consider a Resolution Authorizing a Grant Agreement with the North Carolina Department of Transportation to provide funding in the amount of \$1,700,000 for FY 2024 Furniture Market transportation services and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Resolution - NCDOT Grant Agreement](#)
13. [2024-159](#) Consideration to Authorize the Write-off of Delinquent Utilities Accounts Receivables & Miscellaneous Accounts
City Council is requested to authorize the Financial Services Director to write-off \$833,129 for original utilities billings and miscellaneous accounts through the fiscal year 2019-2020.
Attachments: [Utility Write Off - 2024](#)
14. [2024-165](#) Consideration of Master Agreements for Mechanical and Electrical Services
City Council is requested to consider Master Agreements for Mechanical and Electrical Services with ClearWater, Dixie Electro Mechanical Services, Harper General Contractors, Jordan Innovative Fabrication, Randall Supply, Tencarva, Troubleshooters, and Via Electric and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Master Agreements - Mechanical and Electrical Services](#)
15. [2024-158](#) Consideration of a Budget Ordinance Amendment
City Council is requested to consider a Budget Ordinance Amendment to appropriate funds from Guilford County for the acquisition of land at the former PERCO site.

Attachments: [Budget Ordinance Amendment - PERCO Land Acquisition](#)

16. [2024-166](#) Consideration of a Change Order #1 to PDC, Inc.
City Council is requested to consider Change Order #1 to PDC, Inc. in the amount of \$205,000.00 for unexpected infrastructure items in the Sensory Garden, approve the Capital Project Budget Ordinance, and authorize the appropriate City Official(s) to execute all necessary documents. This will increase the contract from \$759,758.00 to \$964,758.00.

Attachments: [Change Order - PDC, Inc. for Library Entrance and Sensory Garden](#)

17. [2024-160](#) Consideration of a Bid Award to Digger Enterprises, Inc.
City Council is requested to award a bid to Digger Enterprises, Inc. in the amount of \$126,200 for cleanup and demolition costs for 208 N. Lindsay Street and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Bid Award - Digger Enterprises, Inc.](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-119

File ID: 2024-119

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/21/2024

File Name:

Final Action:

Title: Public Hearing and Consideration of an Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC ("WI High Point"). (First Reading)
Following the public hearing and second reading, City Council is requested to approve adoption of this Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC and authorize appropriate city officials to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: WI High Point Landfill, LLC

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC (First Reading)	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: May 6 and May 20, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: High Point Enterprise April 6, 2024
ATTACHMENTS: WI High Point Landfill, LLC Solid Waste Franchise proposal packet, including the Ordinance, Executive Summary, and Final Development Plan	

PURPOSE: To hold a public hearing for and consider an Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC (“WI High Point”). This will be the first reading of the proposed ordinance. A second reading will be held on May 20, 2024.

BACKGROUND: A solid waste franchise was issued to MRR of High Point, LLC on December 20, 2001, for a construction and demolition debris recycling facility and landfill on Riverdale Road. Subsequently, this facility was sold to WCA of High Point, LLC, which later sold the facility to WI High Point, the current owner and operator of the facility. The current franchise requires a specific amount of waste to be recycled. Contractors have been performing on site recycling, instead of bringing it to the facility, so the facility has not been able to meet its recycling requirements. As a result, WI High Point requested an amendment to its solid waste franchise that reflects the following:

1. Permit the continued acceptance of an average daily ton of construction and debris materials of up to 700 tons per day for either reclamation or landfilling.
2. Provide for continued disposal in substantial conformance with the permitted waste boundary as referenced in the franchise, which will allow for a total gross landfill capacity of approximately 5,260,600 CY to include construction and debris waste, periodic, intermediate, and final soil cover.
3. Compensate the City at a rate of \$0.40 per ton for materials received from Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry, and Stokes counties (even though construction and debris landfills do not typically pay host fees).
4. Provide a landfill life of at least 30 years from the date of the original franchise, or at least 10 years from the date of this amendment.
5. WI High Point will endeavor to reclaim materials from the waste received when market conditions or waste stream contents allow WI High Point to do so.

BUDGET IMPACT: No budget impacts are anticipated.

RECOMMENDATION/ACTION REQUESTED: Following the public hearing and second reading, City Council is requested to approve adoption of this Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC and authorize appropriate city officials to execute all necessary documents.

SOLID WASTE FRANCHISE

WI High Point Landfill, LLC



WI High Point Landfill, LLC
Jamestown, North Carolina
(A Wholly-Owned Subsidiary GFL Environmental)

March 2024

This page intentionally left blank.

WI High Point Landfill, LLC

SOLID WASTE FRANCHISE

Table of Contents

Attachment A	Ordinance Amending and Restating the Solid Waste Franchise
Attachment B	Executive Summary of GFL Request for Franchise
Attachment C	Figure 1 – Final Development Plan

This page intentionally left blank.

Attachment A

Ordinance Amending and Restating the Solid Waste Franchise

**Solid Waste Franchise
WI High Point, LLC
Jamestown, North Carolina**

This page intentionally left blank.

Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC,
Pursuant to N.C. Gen. Stat §§ 160A-319, 130A-294,
And City Ordinance 11-8-5(2)

Recitals

- 1) MRR of High Point, LLC (“MRR”) was issued a solid waste franchise on December 20, 2001 for a Construction and Demolition Debris (“C&D”) Recycling Facility and Landfill on Riverdale Road. On May 3, 2004, the MRR franchise was amended and expanded to include all of Randolph, Davidson, Forsyth and Guilford counties.
- 2) MRR sold its facility to WCA of High Point, LLC (“WCA”). The City of High Point approved the transfer of MRR’s franchise to WCA on February 21, 2005.
- 3) On May 18, 2009, the City of High Point approved the expansion of WCA’s franchise area to include the existing four counties plus Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties and to amend the terms of its franchise to provide for payment of a host fee equal to forty cents per ton for disposed waste from the additional counties. Since approval of the 2009 amendment, 99% of the annual tonnage received has come from Davidson, Forsyth, Guilford and Randolph Counties, with 77% of the total tonnage coming from Guilford County.
- 4) WCA sold its facility to WI High Point Landfill, LLC (“WI High Point”). The City of High Point approved the transfer of WCA’s franchise to WI High Point on August 20, 2012. WI High Point became a subsidiary of GFL Environmental in November, 2018, but WI High Point’s operations and management remained unchanged.
- 5) In accordance Special Use Permit 01-06, dated October 30, 2001, Condition P., the Landfill will continue to use the recycling processing center to reduce the stream of materials entering the landfill. Future material processing for recycling will be based on the quantity, quality and market availability as required to maintain system and economic viability.
- 6) At a regularly scheduled city council meeting on _____, _____, following statutory requirements for public notice and after placing a copy of its application in the High Point Public Library, WI High Point presented evidence related to, among other things: a) a statement of the population to be served; b) a description of the volume and characteristics of the waste steam; c) a projection of the useful life of the landfill; d) an explanation of how the franchise is consistent with Guilford County’s Solid Waste Management Plan; e) procedures to be followed for oversight and regulation of fees and rates to be charged; f) a facility plan; and g) the qualifications of the applicant to operate a sanitary landfill.
- 7) After a public hearing on _____, _____, the High Point City Council voted unanimously to amend and restate WI High Point’s franchise to clarify the daily tonnage allowance permitted under the franchise.
- 8) Upon a second reading and consideration of the High Point City Council on _____, _____, the City Council voted unanimously to amend and restate WI High Point’s franchise to clarify the daily tonnage allowance permitted under the franchise.

Be it ordained by the City Council of the City of High Point that:

Sec. 1 WI High Point Landfill, LLC is hereby granted an amended and restated franchise to operate a Construction and Demolition Debris Recycling Facility and Landfill on Riverdale Road, beginning on _____, _____ and continuing until the earlier of the depletion of the permitted disposal capacity or February 10, 2064, which is defined as the life-of-site in accordance with North Carolina General Statute (NCGS) §130A-294.(a2), pursuant to the Application for Amended and Restated Solid Waste Facility Franchise filed Amendment filed with the City of High Point and attached hereto.

Sec. 2 WI High Point shall be permitted to accept, for disposal or reclamation, a monthly average of 700 Tons Per Day (“TPD”) of construction and demolition waste in compliance with the regulations of the North Carolina Department of Environmental Quality. WI High Point will accept, process for recycling, recycle and dispose of in accordance with all applicable laws and rules up to 218,400 tons annually of construction and demolition waste from and serve all of the population residing in, doing business in, or otherwise generating waste in the aforementioned counties, which population numbers approximately 2.2 Million per the 2020 Census. It is projected that the useful life of the facility, as it may be expanded and permitted, will be contingent upon the rate of disposal, but will be no less than 10 years from October ___, 2023 and no more than allowed by NCGS §130A-294.(a2). WI High Point will endeavor to reclaim materials from the waste received when market conditions or waste stream contents allow WI High Point to do so.

Sec. 3 The franchise territory shall continue to include the following counties: Guilford, Randolph, Davidson, Forsyth, Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes.

Sec. 4 WI High Point shall continue to pay the City of High Point an annual host fee equal to forty cents (\$0.40) per disposed ton of all waste originating in Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties. WI High Point’s annual reports are prepared by August 1 each year, based on the Company’s operations through June 30; the host fee shall be due on an annual basis and shall be paid no later than August 30 of each year, based on WI High Point’s annual report.

Sec. 5 WI High Point shall extend equal employment opportunities to all qualified persons, and no such person shall be discriminated against in employment because of race, color, religion, age, national origin, sex or handicap. WI High Point shall comply with all equal employment provisions enacted by federal, state and local authorities.

Sec. 6 This ordinance is effective upon adoption of its second reading.

Adopted 1) _____, _____
2) _____, _____

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

Attachment B

Executive Summary of GFL Request for Franchise Amendment

**Solid Waste Franchise
WI High Point, LLC
Jamestown, North Carolina**

This page intentionally left blank.

Executive Summary of GFL Request for Franchise Amendment

Request

WI High Point Landfill, LLC, a subsidiary of GFL Environmental, Inc. requests that the High Point City Council approve an amended Franchise with the City of High Point for the continued operation of a Construction and Demolition (C&D) Debris Recycling Facility and Landfill (Landfill) on Riverdale Road. The service area primarily includes Guilford, Randolph, Davidson and Forsyth Counties and will:

1. Permit the continued acceptance of an average daily tons of C&D materials of up to 700 tons per day for either reclamation or landfilling.
2. Provide for continued disposal in substantial conformance with the permitted waste boundary as referenced in the attached Figure 1, which will allow for a total gross landfill capacity of approximately 5,260,600 CY to include C&D waste, periodic, intermediate and final soil cover (Reference Table 1 of the attached Figure 1).
3. Compensate the City at a rate of \$0.40 per ton for materials received from Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties even though C&D Landfills do not typically pay host fees.
4. Provide a landfill life of at least 30 years from the date of the original franchise, or at least 10 years from the date of this request.

History

MRR of High Point, LLC (“MRR”) was issued a solid waste franchise on December 20, 2001 for a C&D Recycling Facility and Landfill on Riverdale Road. On May 3, 2004, the MRR franchise was amended and expanded to include all of Randolph, Davidson, Forsyth and Guilford counties but it was anticipated that the majority of materials would come from the economic growth and building activities in close proximity to the City of High Point. The maximum tonnage expected to be handled by the landfill in High Point was 700 tons per day and landfill capacity was projected at 25-40 years. At that time, it was expected that a significant amount of materials would be recycled. Because of changes in contractor practices and the loss of certain economic markets, the expected level of recycling has not been realized.

MRR sold its facility to WCA of High Point, LLC (“WCA”). The City of High Point approved the transfer of MRR’s franchise to WCA on February 21, 2005.

On May 18, 2009, the City of High Point approved the expansion of WCA’s franchise area to include the existing four counties plus Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties and to amend the terms of its franchise to provide for payment of a host fee equal to forty cents per ton for disposed waste from the additional counties.

When the extended service area was expanded (to include 10 counties), the Burnt Poplar Transfer Station also operated as a C&D transfer facility serving the extended service area; however Burnt Poplar transitioned to an MSW transfer station in 2017, which reduced the potential to deliver more C&D to WI High Point. Since 2012, less than 10,000 tons have originated from the extended service area. This represents approximately 2% of the approximate 490,000 tons disposed since 2012. Since approval of the 2009 amendment, 98-99% of the annual tonnage received has come from the original Davidson,

Forsyth, Guilford and Randolph Counties, with 77% of the total tonnage coming from Guilford County alone.

WCA sold its facility to WI High Point Landfill, LLC ("WI High Point"). The City of High Point approved the transfer of WCA's franchise to WI High Point on August 20, 2012. WI High Point became a subsidiary of GFL Environmental in November, 2018, but WI High Point's operations and management remained unchanged.

Recycling Challenges

In accordance Special Use Permit 01-06, dated October 30, 2001, Condition P., the Landfill will continue to use the recycling processing center to reduce the stream of materials entering the landfill. Future material processing for recycling will be based on quantity, quality and market availability as required to maintain system and economic viability. GFL understands and agrees that recycling plays a crucial role in waste management and environmental sustainability but faces numerous challenges in today's market.

One trend that has reduced GFL's recycling in High Point is the widespread practice among contractors of selectively salvaging the most lucrative materials—the "low hanging fruit"—for direct sale or reuse, while diverting less valuable and hard-to-salvage materials to the landfill. While this does not diminish the overall goal of recycling, it results the removal of high-value recycled materials being delivered to the facility. This reduction affects the overall economic viability of recycling operations. Once high-value materials are removed (i.e. ferrous and non-ferrous metals), the residual materials delivered inherently decrease in value. Often, if high-value materials remain they are either of de minimis quantity or challenging to separate from other materials, such as rebar embedded in concrete.

For materials of lesser value, the cost of recycling frequently outweighs the economic benefits, making recycling economically unattractive for businesses and municipalities without an availability of large quantities of clean materials or without local markets. This is especially true with gypsum drywall and wood. In North Carolina, a primary use for recycled drywall gypsum is land application in farming as a soil amendment, but this market demands "clean" drywall, free of screws, nails, paint, and contaminants. The management of clean drywall gypsum necessitates separate material handling throughout construction and demolition phases, increasing recovery costs and rendering recovery on the backend impractical. Similarly, the reclaimed wood market requires clean material, which reduces the facility's ability to generate significant quantities of recycled material and there is little interest in small volume. The closure of other area recyclers whose business model included C&D materials reinforces these points.

Recycled asphalt shingles have been historically utilized as a supplementary material for asphalt feedstock in North Carolina. However, the market imposes stringent cleanliness requirements, necessitating removal of all residual wood, screws/nails, insulation, and other contaminants. With markets shifting and many recyclers no longer taking shingles, the closest available market for asphalt shingles is located in Wilson, North Carolina, requiring significant transportation costs further diminishing the economic viability of asphalt shingle recycling practices.

Even where local markets exist, C&D recycling on the backend, following construction/demolition is difficult. Once materials are commingled, the material quality is diminished due to contamination and the material mix of bulky/heavy materials makes separating and sorting challenging and costly (i.e. labor

and equipment). Additionally, without significant regulation and/or incentives driving recycling, recycling of these materials will continue to be low. For example, the main material reclaimed at the WI High Point Landfill are wooden pallets, which is the result of regulation that bans their disposal.

Community Benefits.

Although many focus on negative impacts of landfills, it is important to understand the many community benefits provided for High Point and the surrounding area.

The availability of this C&D landfill is an asset for High Point; it supports development and growth of the City. The landfill has already provided over 20 years of service and this amended Franchise will ensure the remaining landfill life will be no less than 10 years and no more than allowed by North Carolina General Statute (NCGS) §130A-294.(a2).

The C&D waste material received at WI High Point is material that would otherwise go to the City's landfill. The provision of this C&D landfill helps the City conserve airspace at its municipal facility.

WI High Point pays a host fee for material originating outside the community.

GFL's community support/engagement includes environmental initiatives and support for community groups. including:

- Volunteer and Sponsor of Victory Junction Camp
- Volunteer and Sponsor of Project Healing Waters
- Local litter sweeps and clean ups
- Local Touch a Truck sponsorships
- Participates in local Angel Tree program annually
- Supports local chamber events

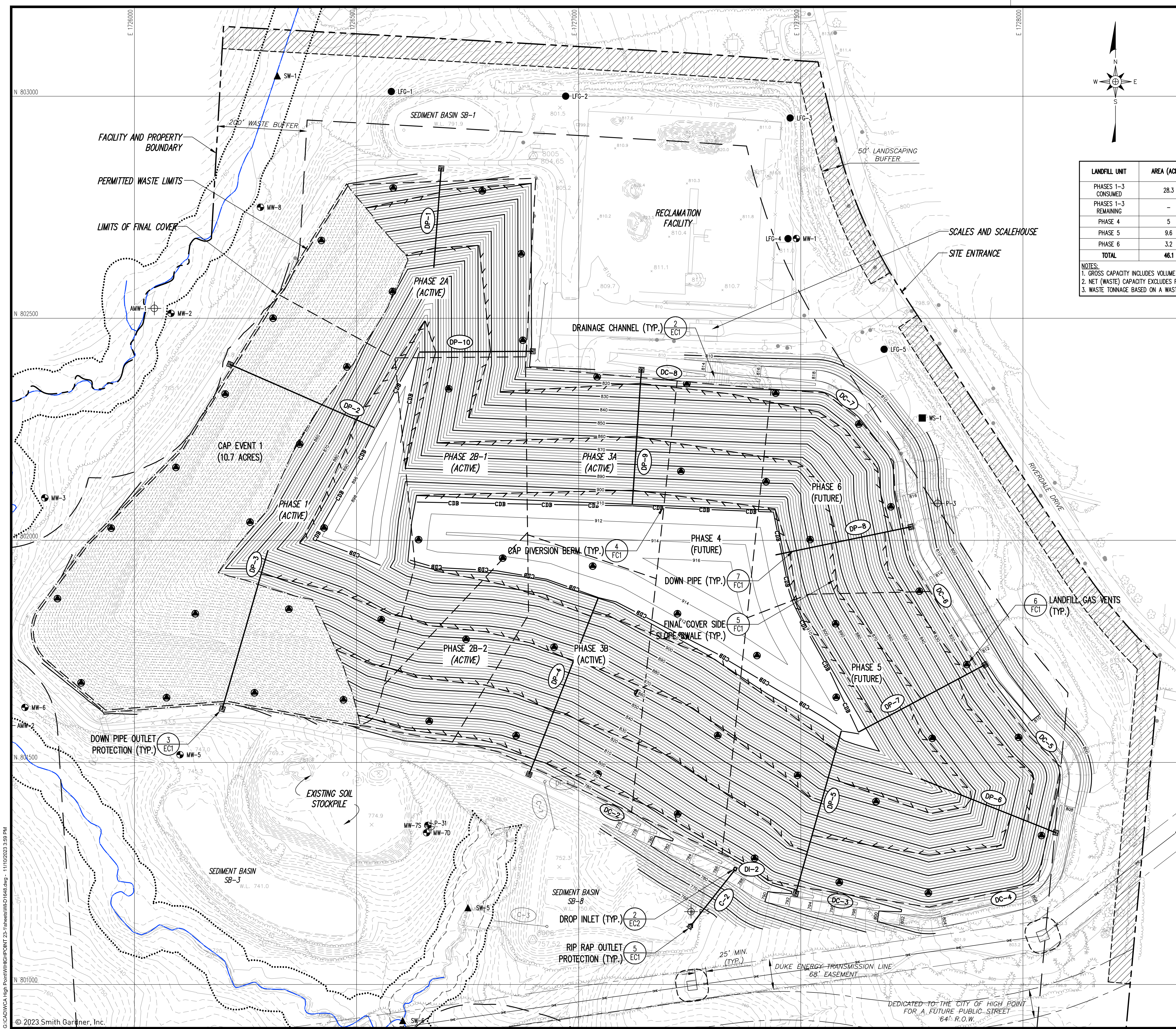
This page intentionally left blank.

Attachment C

Figure 1 – Final Development Plan

**Solid Waste Franchise
WI High Point, LLC
Jamestown, North Carolina**

This page intentionally left blank.



LANDFILL UNIT	AREA (ACRES)	GROSS CAPACITY (CY) ¹	NET (WASTE) CAPACITY (CY) ²	WASTE TONNAGE ³
PHASES 1-3 CONSUMED	28.3	1,810,951	1,774,699	976,084
PHASES 1-3 REMAINING	-	698,877	657,543	361,649
PHASE 4	5	726,619	711,034	391,069
PHASE 5	9.6	894,339	894,339	491,886
PHASE 6	3.2	1,129,823	1,066,806	586,743
TOTAL	46.1	5,260,609	5,104,421	2,807,432

NOTES:
 1. GROSS CAPACITY INCLUDES VOLUME OF C&D WASTE, AND PERIODIC, INTERMEDIATE, AND FINAL COVER SOILS.
 2. NET (WASTE) CAPACITY EXCLUDES FINAL COVER SOILS.
 3. WASTE TONNAGE BASED ON A WASTE DENSITY OF 0.55 TONS/CY.

LEGEND

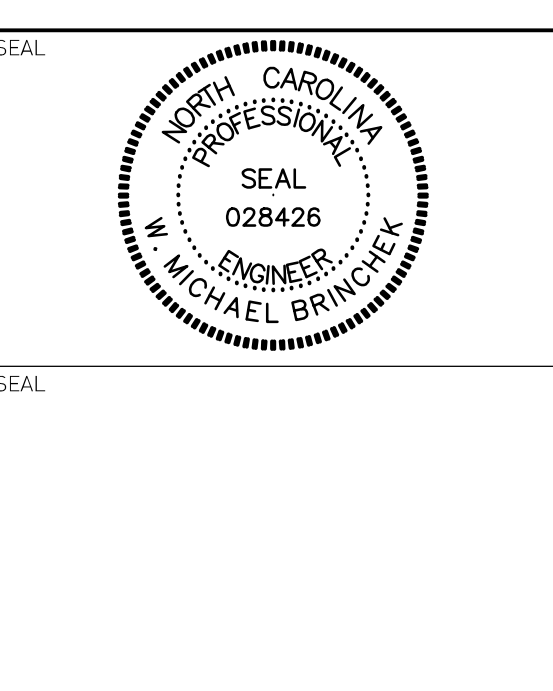
- - - - - EXISTING 10' CONTOUR (SEE REFERENCE 1)
- - - - - EXISTING 2' CONTOUR
- — — — — PROPOSED 10' CONTOUR
- — — — — PROPOSED 2' CONTOUR
- - - - - APPROXIMATE PROPERTY LINE (SEE REFERENCE 2)
- - - - - 200'-FOOT BUFFER
- - - - - EASEMENT OR RIGHT-OF-WAY
- - - - - OVERHEAD UTILITY LINE
- - - - - PERMITTED WASTE LIMITS
- - - - - LIMITS OF FINAL COVER
- - - - - FINAL COVER AREA
- — — — — STREAM (SEE REFERENCE 4)
- - - - - ZONE 1 RIPARIAN BUFFER
- - - - - ZONE 2 RIPARIAN BUFFER
- - - - - WETLANDS/STREAM IMPACT AREA (SEE REFERENCE 5)
- — — — — CAP DIVERSION BERM
- - - - - FINAL COVER SIDE SLOPE SWALE
- GROUNDWATER MONITORING WELL (SEE REFERENCE 3)
- LFG MONITORING PROBE (SEE REFERENCE 3)
- ⊕ GV GAS VENT (SEE REFERENCE 6)
- ▲ SW-2 SURFACE WATER MONITORING LOCATION (SEE REFERENCE 3)
- ⊕ P-6 PIEZOMETER (SEE REFERENCE 3)
- WS-1 WATER SUPPLY WELL (SEE REFERENCE 3)
- △ B-2 BORING (SEE REFERENCE 3)
- LANDFILL GAS VENTS

NOTES:
 1. THERE ARE NO FLOODPLAINS LOCATED WITHIN THE PROPERTY. AREAS ARE DISTINGUISHED AS ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

- REFERENCES:**
- EXISTING TOPOGRAPHY FROM AERIAL SURVEY DATED JANUARY 28, 2023 BY COOPER AERIAL SURVEY CO., PHOENIX, AZ.
 - FACILITY PROPERTY LINE REFERENCE: SURVEY BY MARK TERRY AND ASSOCIATES, INC., DATED MAY 15, 2001.
 - MONITORING LOCATIONS AND SPRINGHEAD LOCATIONS FROM DRAWING "ENVIRONMENTAL MONITORING PLAN", SHEET EP-5, DATED 12/19/06; PIEZOMETER LOCATIONS FROM DRAWING "BORING, PIEZOMETER, AND MONITORING WELL LOCATION MAP", SHEET DH-1, DATED 4/13/07, PREPARED BY GOLDER AND ASSOCIATES, GREENSBORO, NC. ADDITIONAL POINTS FROM FIELD SURVEY DATED 3/18/16 BY SURVEYING SOLUTIONS, YOUNGSDALE, NC. ADDITIONAL PIEZOMETER LOCATIONS FROM FIELD SURVEY DATED 6/27/23 BY SMITH GARDNER, INC., RALEIGH, NC.
 - STREAM AND WETLAND LOCATIONS FROM FIELD SURVEY DATED MARCH 2014 PROVIDED BY SURVEYING SOLUTIONS, P.C., YOUNGSDALE, NC.
 - SECTION 404 WETLAND IMPACT AREAS SHALL BE DISTURBED AND MITIGATED IN ACCORDANCE WITH ARMY CORPS OF ENGINEERS PERMIT TO DISCHARGE FILL, PERMIT NO. SAW-2014-01568 DATED NOVEMBER 10, 2016, WITH SUBSEQUENT MODIFICATION DATED SEPTEMBER 6, 2022, AND WATER QUALITY CERTIFICATION (# 20160279 VS) DATED AUGUST 18, 2022.

PREPARED FOR:

WI HIGH POINT LANDFILL, LLC
 PREPARED BY:
 NC LIC. NO. F-1070 (ENGINEERING)
 SC COA NO. C01488
SMITH+GARDNER ENGINEERS
 14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
 1526 Richland St., Columbia SC 29201



REV.	DATE	DESCRIPTION

PROJECT TITLE:
HIGH POINT C&D LANDFILL
 DRAWING TITLE:
FINAL DEVELOPMENT PLAN
 DESIGNED: J.C.L. PROJECT: HIGHPOINT 23-1
 DRAWN: J.R.G. SCALE: AS SHOWN
 APPROVED: DATE: NOV. 2023
 FILENAME: WI-D1648
 SHEET NUMBER: -- DRAWING NUMBER: **FIG. 1**

This page intentionally left blank.



City of High Point

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

Master

File Number: 2024-148

File ID: 2024-148

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/22/2024

File Name:

Final Action:

Title: Consideration of a Contract with American Process Group, LLC
City Council is requested to consider a contract with American Process Group, LLC in the amount of \$885,773 and authorize appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - American Process Group, LLC

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Alum Sludge Dewatering- Ward Water Treatment Plant American Process Group, LLC	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: February 7, 2024 Purchasing Department
ATTACHMENTS: Bid Tabulation	

PURPOSE: To hire a contractor to dredge and dewater the contents of the Ward Treatment Plant’s southern alum sludge lagoon. The material will be removed by the Contractor, hauled to a regulatory approved designated disposal area, and properly disposed of per State Requirements. The estimated quantity to be removed is 1,400 dry tons.

BACKGROUND: Aluminum Sulfate is used at the Ward Water Plant for coagulation as part of the water treatment process. The sediment and pollutants that are removed as part of the treatment process are transferred to the lagoons at the Ward Water Plant. The contents of the lagoons must be dredged, dewatered, and disposed of periodically.

A total of five (5) bids were received and the lowest bidder was deemed non-responsive. The next lowest responsive responsible bidder is American Process Group, LLC in the amount of \$885,773.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends awarding the contract to American Process Group, LLC in the amount of \$885,773 and authorize appropriate City Official(s) to execute all necessary documents.



South Lagoon at the Ward Water Treatment Plant

**Bid Tabulation
City of High Point, North Carolina
Alum Sludge Dewatering
Bid 32-032024**

Contractor	MWBE	Addendum 1	Total Bid
Spectrum Biotechnologies*	Yes	Yes	\$813,700.00
American Process Group	Yes	Yes	\$885,773.00
Eagle Dynamic Solutions	Yes	Yes	\$963,150.00
P&H Senesac	No	No	\$1,009,716.00
Bio-Nomic Services	Yes	Yes	\$1,472,208.00

*Bid Deemed Non-Responsive, unable to meet 18% Dryness Requirement *



City of High Point

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

Master

File Number: 2024-149

File ID: 2024-149

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/23/2024

File Name:

Final Action:

Title: Consideration of a Task Order with Black and Veatch
City Council is requested to consider a Task Order to Black and Veatch in the amount of \$576,065, to aid with phase 2 of the implementation plan to achieve compliance with the Federal Lead and Copper Rule Revisions and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Task Order - Black and Veatch

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Compliance with Lead & Copper Rule Revisions (LCRR)- Phase 2 Black and Veatch	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Scope of Services	

PURPOSE: To award a Task Order with Black and Veatch to aid with phase 2 of the implementation plan to achieve compliance with the federal Lead and Copper Rule Revisions (LCRR). The City has a Master Agreement with Black and Veatch.

BACKGROUND: On December 22, 2020, the United States Environmental Protection Agency (EPA) finalized the first major update to the Lead and Copper Rule (LCR) in nearly 30 years. The finalized LCRR were promulgated in the Federal Register on January 15, 2021, with a focus on switching from a reactive to proactive approach to improve water quality at the customer's tap. The EPA's proposed Lead and Copper Rule Improvements (LCRI) were released for public comment on November 30, 2023, to be finalized by the LCRR compliance date of October 16, 2024. The proposed LCRI has additional compliance requirements that are expected to go into effect starting in January 2028.

The scope for Phase 2 is based on a 10-month schedule and is intended to utilize field investigations to calibrate a predictive model based on the North Carolina Department of Environmental Quality's Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina; finalize the initial service line inventory; perform a corrosion control evaluation; and prepare standard operating protocols and public education and outreach materials to position the City of High Point to achieve compliance for the October 16, 2024, compliance date. Phase 3, which is not part of this Scope of Services or fee, is for completing LCRI compliance deliverables.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval and asks for the Council to award a Task Order to Black and Veatch in the amount of \$576,065 and authorize appropriate city staff to execute all necessary documents.

April 9, 2024

Derrick Boone, PE
Assistant Public Services Director
City of High Point
211 S. Hamilton Street
High Point, NC 27260

**Subject: Compliance with Lead & Copper Rule Revisions (LCRR)
Phase 2 Project**

Dear Mr. Boone,

Attached for your approval is Attachment A Scope of Services and Attachment B Basis of Compensation for the subject Project. The United States Environmental Protection Agency (EPA) finalized the first major update to the Lead and Copper Rule (LCR) in nearly 30 years. The finalized Lead and Copper Rule Revisions (LCRR) were promulgated in the Federal Register with a focus on switching from a reactive to proactive approach to improve water quality at the customers' tap. The compliance deadline for the LCRR is October 16, 2024. In addition, the EPA's proposed Lead and Copper Rule Improvements (LCRI) was released for public comment on November 30, 2023, so that it can be finalized by the LCRR compliance date of October 16, 2024. The proposed LCRI has additional compliance requirements that are expected to go into effect starting in January 2028. The Scope for Phase 2 is based on a 10-month schedule and is intended to utilize field investigations to calibrate a predictive model based on NCDEQ's Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina; finalize the initial service line inventory; perform a corrosion control evaluation; and prepare standard operating protocols and public education and outreach materials to position the City of High Point to achieve compliance for the October 16, 2024 compliance date.

We appreciate and look forward to the opportunity to work with you and your staff on this important project.

Respectfully Submitted,
Black & Veatch International Company



Mike Osborne, PE
Associate Vice President

Enclosure(s)

cc: Cathy Busking, Preston Johnson

ATTACHMENT A SCOPE OF SERVICES

Owner: City of High Point (CITY)
Engineer: Black & Veatch International Company
Project: Compliance with Lead & Copper Rule Revisions (LCRR)

Background

On December 22, 2020, United States Environmental Protection Agency (EPA) finalized the first major update to the Lead and Copper Rule (LCR) in nearly 30 years. The finalized Lead and Copper Rule Revisions (LCRR) were promulgated in the Federal Register on January 15, 2021 with a focus on switching from a reactive to proactive approach to improve water quality at the customers' tap. The compliance deadline for the LCRR was January 16, 2024 when it was initially published.

On March 10, 2021, EPA announced the delay of the effective date for the LCRR so the agency could seek further public input, especially from communities that are most at-risk of exposure to lead in drinking water. Following virtual hearings in April 2021 and discussions with key stakeholders in May and June 2021, the EPA further delayed the effective date to December 16, 2021 with a corresponding extension of the LCRR's compliance deadline to October 16, 2024.

As the regulatory landscape is changing, it is critical that utilities and State Primacy Agencies begin preparing for changes to the LCR to meet implementation and enforcement of compliance. Modifications finalized in the LCRR were focused on better protecting children and communities from the risks of lead exposure by identifying areas most impacted by lead contamination and developing plans to mitigate the risk.

In addition, the EPA's proposed Lead and Copper Rule Improvements (LCRI) was released for public comment on November 30, 2023 so that it can be finalized by the LCRR compliance date of Oct. 16, 2024. The proposed LCRI has additional compliance requirements that are expected to go into effect starting in January 2028.

This project illustrates the City of High Point's desire to remain proactive and begin activities right away to improve public education on risks from lead while evaluating materials throughout the distribution system to ensure that customers are receiving the highest quality water. The LCRR and proposed LCRI encompass water quality evaluations, distribution system materials assessment and replacements, testing for lead at schools and childcare facilities, public education, increased notification, etc., which requires numerous disciplines to be involved in this Project along with detailed program management including the use of internal and external (public) dashboards to monitor progress. Specialized personnel and companies will be involved in this project to streamline the Project execution and ensure that the details of the LCRR and proposed LCRI are effectively communicated and implemented.

The Scope for Phase 2 is based on a 10-month schedule and is intended to finalize the initial service line inventory and public facing dashboard, utilize field investigation results to calibrate a predictive model for unknown service line materials, and assist with development of SOPs and public education materials. Phase 3, which is not part of this Scope of Services or fee, is for completing LCRI compliance deliverables. This Phase 2 Task Order will achieve the following goals:

- Utilize field investigations of service line materials collected by the Owner to calibrate the predictive model.
- Finalize the initial service line inventory that meets LCRR compliance with both an internal editable inventory dashboard and public facing viewable dashboard.
- Prepare standard operating protocols and public education and outreach materials to cover potential scenarios based on service line inventory results.
- Continues an open line of communication between the City, Engineer, and North Carolina Department of Environmental Quality (NCDEQ) to understand how the LCRR and proposed LCRI will be enforced and what activities could be started prior to compliance dates as a proactive desire.

Scope of Services

- Phase 2, will complete the initial service line inventory prior to the compliance date of Oct. 16, 2024, including predictive model and calibration, field work for predictive model calibration (to be completed by the Owner), public outreach and education, as well as additional services the City wants to complete proactively (such as a corrosion control evaluation).
- Phase 3, which is not a part of this Scope of Services and fee, will complete compliance activities after the LCRR compliance date of Oct. 16, 2024 and required as part of the LCRI. Phase 3 scope and fee to be negotiated at close of Phase 2.

Phase 2 – LCRR Predictive Modeling, Data Management and Compliance Deliverables

- A. Initial Service Line Inventory and Predictive Modeling
 1. Submit a statistical methods proposal to NCDEQ for approval. The proposal will be based on the NCDEQ predictive modeling guidance document released in February 2024.
 2. Using the criteria in the NCDEQ predictive modeling guidance document released in February 2024, develop and calibrate a predictive model using existing data and the service line inventory field investigation results. Field investigations will be completed by the Owner at locations identified by the Engineer. A minimum of 384 field verifications are estimated to meet the NCDEQ requirements.
 3. Predictive modeling outputs include:
 - a. Predicted service line material for unknown service lines in the system.
 - b. Calculated accuracy of the predictive model using a subset of the field investigation results not used to calibrate the predictive model.
 - c. An analysis predicting the number of lead or galvanized service lines.
 4. The initial service line inventory dashboard will be updated with the following content:
 - a. Interactive service line inventory map noting the known public and private service line type for every parcel using historical records and field verifications.
 - b. Predictive model outputs for unknown service line materials.
 5. Finalize the public facing service line inventory dashboard with GIS map. Engineer will assist with setting up the user profile for the public facing service line inventory dashboard so that it is only viewable and not editable by the public.
 6. Submit the exported service line inventory data in the required format to NCDEQ for approval.

7. Submit statistical method report to NCDEQ for approval. The report will be based on the NCDEQ predictive modeling guidance document released in February 2024.
 8. Deliverables:
 - a. Statistical methods proposal for NCDEQ (electronic format)
 - b. Statistical methods report for NCDEQ (electronic format)
 - c. Service line inventory dashboard with GIS map including predictive modeling results (electronic format)
 - d. Public facing service line inventory dashboard with GIS map (electronic format)
 - e. Service line inventory for NCDEQ (electronic format)
 - f. Tables providing total expected counts of different service line materials (electronic format)
- B. SOPs and Training
1. Develop Standard Operating Procedures (SOPs) to standardize processes and data management. The SOP's to be developed include:
 - a. Service line field inspections, record keeping/data entry
 - b. Service line disturbances
 - c. Customer notification for any work on personal property or utility owned property
 - d. Service Line/lead connector harvesting and replacement
 - e. Whole house flushing
 - f. Pitcher filter delivery and record keeping
 - g. Sample kit delivery, sampling, record keeping, notification
 - h. Dashboard access and use
 2. Training
 - a. Virtual training will be conducted with Owner personnel that could be approached by customers regarding the LCR program so that they have the necessary information to respond or provide contact information to the Customer Outreach program managers. Engineer assumes one 2-hour training session and provision of a video recording.
 - b. Onsite training will be conducted with Owner's field personnel to describe the SOPs for field activities (i.e., service line field inspections, disturbances, harvesting, and replacements as well as whole house flushing and data entry). Engineer assumes one training session over three (3) – 8-hour days and provision of a video recording.
 - c. Virtual training will be conducted with Owner personnel (Field Ops and Engineering, in particular) that will access the dashboards to describe functionality, how data is input, how to modify layers displayed on maps, etc. Engineer assumes one 4-hour training session and provision of a video recording.
 3. Deliverables:
 - a. Written SOPs listed in #1 (electronic format)
 - b. Video recordings of training and slides from training presentations (electronic format)

- C. Corrosion Control Evaluation
 - 1. Review historical LCR compliance monitoring results.
 - 2. Review finished water quality data for the last ten years to evaluate current corrosion control treatment and review water quality data collected in the distribution system for the last ten years to assess stability throughout the system.
 - 3. Review current corrosion control treatment and associated chemical dosages and feed points.
 - 4. Use water quality modeling software (Water!Pro Version 5.91) to evaluate three alternative corrosion control treatments (i.e., pH/alkalinity adjustment, orthophosphate at 1 mg/L and 3 mg/L) to compare corrosion indices and theoretical solubilities of lead and copper.
 - 5. A Corrosion Control Evaluation Technical Memorandum will be developed with the results of the assessment.
 - 6. Deliverables:
 - a. Corrosion Control Evaluation Technical Memorandum (electronic format)
- D. Public Outreach
 - 1. Through a subcontract, engage a public relations subconsultant to support public outreach efforts.
 - 2. The following will be included as part of the Public Education effort:
 - a. Customer Survey to determine if they know materials of service line and request pictures
 - b. Handouts for how to determine material type of service line or internal plumbing (scratch/magnet test or swab test)
 - c. Public education on how to complete whole house flushing following a service line replacement
 - 3. Hold open houses/town hall meetings (Engineer assumes up to 4 meetings around the community) with the intent to engage customers, letting them know they are part of the solution.
 - 4. Hold collaborative workshops (total of two) with Greensboro and Winston-Salem/Forsyth County Utilities.
 - 5. Develop notification letter materials for customers with lead service lines, unknowns, and galvanized requiring replacement to be provided by the Owner within 30 days after submitting the initial service line inventory. It is assumed the Owner will print and distribute the notifications letters.
 - 6. Deliverables:
 - a. Public education materials listed in #2 above (electronic format)
 - b. Presentation materials for open houses/town hall meetings/workshops with stakeholders (electronic format)
 - c. Public education dashboard for tracking communication (electronic format)
 - d. Notification letters for customers with lead service lines, unknowns, and galvanized requiring replacement (electronic format)

E. Project Management and Administration

1. Provide Project Management and Administration for Phase 2 (10 months) of the project.
2. Coordinate the activities of the project team, subconsultants, and subcontractors.
3. Prepare monthly project invoices for ENGINEER's services in format acceptable to Owner.
4. Maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.
5. Conduct monthly meetings (10) with Owner Leadership team to review progress, schedules, resolve issues, and receive guidance. Engineer will issue meeting summaries.
6. Maintain MS TEAMS Project site for use by project team.
7. Deliverables:
 - a. Meeting agendas, summaries (electronic format)
 - b. Invoices (electronic format)

List of deliverables for each Task:

- A. Service Line Inventory and Predictive Modeling
 1. Statistical methods proposal for NCDEQ
 2. Statistical methods report for NCDEQ
 3. Service line inventory dashboard with GIS map including predictive modeling results
 4. Public facing service line inventory dashboard with GIS map
 5. Service line inventory in spreadsheet form for NCDEQ
 6. Tables providing total expected counts of different service line materials
- B. SOPs and Training
 1. Written SOPs
 - a. Service line field inspections, record keeping/data entry
 - b. Service line disturbances
 - c. Customer notification for any work on personal property or utility owned property
 - d. Service Line/lead connector harvesting and replacement
 - e. Whole house flushing
 - f. Pitcher filter delivery and record keeping
 - g. Sample kit delivery, sampling, record keeping, notification
 - h. Dashboard access and use
 2. Video recordings of training and slides from training presentations
- C. Corrosion Control Evaluation
 1. Corrosion Control Evaluation Technical Memorandum
- D. Public Outreach
 1. Public education materials.
 - a. Customer Survey to determine if they know materials of service line and request pictures

- b. Handouts for how to determine material type of service line or internal plumbing (scratch/magnet test or swab test)
 - c. Public education on how to complete whole house flushing following a service line replacement
 - 2. Presentation materials for open houses/town hall meetings/workshops with stakeholders
 - 3. Public education dashboard for tracking communication
 - 4. Notification letter material for customers with lead service lines, unknowns, and galvanized requiring replacement
- E. Project Management and Administration
 - 1. Meeting agendas, summaries
 - 2. Invoices

List of Activities that could be included in Phase 3 (post compliance date of Oct. 16, 2024 – Not included in Scope for Phase 2):

- A. LCR monitoring sites selection and sampling plan
- B. Service line replacement plan
- C. Prioritization of required replacements based on predictive modeling outcomes
- D. School/childcare sampling dashboard
- E. Completion of dashboards for public facing items required in LCRI
- F. Sampling at LCR compliance sites and contacting customers to see if they are willing to participate
- G. Sampling at schools and childcare facilities
- H. Continue community outreach and public education
- I. Service line replacements
- J. Funding/financing efforts
- K. Update dashboards, inventory, and predictive modeling outputs with newly collected data
- L. Set-up automated system for customer communications/notifications as well as automated systems for pitcher filters and sampling kits.
- M. LCRI Distribution system and site assessment program implementation

Supplemental Services

- A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.
- B. Supplemental services shall include, but are not limited to:
 - 1. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner’s schedule.
 - c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted

subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

2. Hazardous materials testing and subsequent provisions for hazardous material handling and disposal.
3. Services extending beyond the specified durations of the scope of services.
4. Special consultants or independent professional associates requested or authorized by Owner.
5. Surveying and/or Geotechnical services.
6. Field investigations and field work.

Key Assumptions:

- Scope assumptions included above.
- Owner PM will coordinate attendance at workshops and meeting of key staff participants.

PERIODS OF SERVICES –

Phase 2 – 10 months

**ATTACHMENT B
BASIS OF COMPENSATION**

PROJECT NAME: Compliance with Lead & Copper Rule Revisions (LCRR)

Below is a cost breakdown by Task:

A.	Service Line Inventory and Predictive Modeling	\$145,390.00
B.	SOPs and Training	\$139,150.00
C.	Corrosion Control Evaluation	\$60,090.00
D.	Public Outreach	\$177,085.00
E.	Project Management and Administration	\$45,350.00

For the Phase 2 Scope of Services in Attachment A, Owner will compensate Engineer in accordance with the Bill Rate Schedule below, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10 a fee not to exceed \$567,065.00. The maximum billed for these services shall not exceed this amount without further written approval from the Owner. Funds may be transferred from one task to another without amendment, as long as the total cost is not exceeded. Standard hourly rates are subject to review and adjustment annually. For Supplemental Services, Owner and Engineer will negotiate a written Amendment to this contract.

Owner will compensate ENGINEER in accordance with the Bill Rate Schedule below, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10. Standard hourly rates are subject to review and adjustment annually. Hourly rates effective on the date of this Agreement are as follows:

HOURLY RATE SCHEDULE	
Effective through December 31, 2024	
Principal	\$280-340
Sr. Planning Manager	\$250-330
Sr. Project Manager	\$240-300
Project Manager	\$220-260
Sr. Engineering Manager/Director/QC	\$250-330
Engineering Manager	\$180-240
Sr. Engineer/ Planning Sr. Engineer	\$230-290
Project Engineer	\$155-235
Staff/Planning Engineer 4	\$150-190
Staff/Planning Engineer 3	\$140-175
Staff/Planning Engineer 2	\$130-155
Staff/Planning Engineer 1	\$120-140
Sr. Architect	\$190-270
Architect	\$145-200
Sr. Construction Manager	\$195-270
Construction Manager	\$150-200
Resident Project Representative	\$150-190
Construction Inspector	\$80-160
Sr. Technical Specialist	\$310-350
Technical Specialist	\$170-300
Sr. Engineering Technician	\$155-190
Engineering Technician	\$105-155
BIM Coordinator	\$180-210
BIM Director/QC	\$210-230
BIM Sr. Technician	\$145-185
BIM Technician	\$120-150
Sr. Drafter	\$120-160
Drafter	\$90-130
Sr. Estimator	\$225-275
Estimator	\$170-225
Project Controls	\$100-185
Finance/Accountant	\$100-175
Contracts Manager	\$215-250
Project Biller	\$100-140
Technical Editor	\$150-190
Project Administrator	\$100-140
Clerical	\$75-110

The following expenses are reimbursable work items and will be billed at cost: bulk reproduction of documents (outside reproduction services will be treated as a subconsultant); charges for review of drawings and specifications by government agencies, if any; vehicular transportation costs at the rate established by the Internal Revenue Service; airline tickets, meals, and lodging with out-of-town travel.

Owner: City of High Point

Project: Compliance with Lead & Copper Rule Revisions Phase 2

1 2 3 4 5 6 11 12 21 22 23 31 32 33

PHASE/Task	TASK	Principal	Project Manager	Project Admin	Project Controls	Accountng/Fin ance	Billr	Sr. Engineering Manager	Engineer 2	Process Sr. Engineer	Process Engineer	Process Engineer Dir/QC	Asset Management Director	Asset Management Consultant	AM Consultant/Sr Data Scientist	SUBTOTAL, Hours	SUBTOTAL, Billings \$	SUBTOTAL, EXPENSES	Chernoff Newman	TOTAL Billings
		\$330.00	\$240.00	\$115.00	\$155.00	\$140.00	\$115.00	\$275.00	\$145.00	\$230.00	\$190.00	\$260.00	\$325.00	\$220.00	\$190.00					
WORK BREAKDOWN STRUCTURE																				
Predictive Modeling, Data Management and Compliance		9	44	4	-	-	-	72	28	34	10	4	20	184	260	669	\$ 144,990	\$ 400		\$ 145,390
SOPs and Training		6	48	8	-	-	-	120	190	80	90	16	8	60	8	634	\$ 131,950	\$ 7,200		\$ 139,150
Corrosion Control Evaluation		4	22	2	-	-	-	48	24	56	110	10	-	-	-	276	\$ 59,890	\$ 200		\$ 60,090
Public Outreach		16	112	8	-	-	-	135	20	118	36	-	8	40	60	553	\$ 129,885	\$ 8,700	\$ 35,000	\$ 177,085
Project Management and Administration		20	30	10	30	30	30	20	30	10	-	-	10	10	-	230	\$ 44,850	\$ 500		\$ 45,350
Total, Hours		55	256	32	30	30	30	395	292	298	246	30	46	294	328	2,362				
Total, Billings																	\$ 511,565	\$ 17,000	\$ 38,500	\$ 567,065



City of High Point

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

Master

File Number: 2024-150

File ID: 2024-150

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/24/2024

File Name:

Final Action:

Title: Consideration of a Local Assistance for Stormwater Infrastructure Investments Grant
City Council is requested to consider a Resolution designating applicant agents, approve the funding offer, and accept the grant award for the Local Assistance for Stormwater Infrastructure Investment Grant and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution - LASII Grant Agent

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution for American Rescue Plan Act (ARPA) – LASII - for High Point W. Green Drive Stormwater Infrastructure Improvements Grant	
FROM: Robby Stone, Public Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Resolution Funding Offer and Acceptance	

PURPOSE: The City of High Point’s Public Services Department has been approved for funding assistance according to the ARPA funding offer (Project No. SRP-SW-ARP-0022), for High Point W. Green Drive Stormwater Infrastructure Improvements. Approval for grant funding requires the City Council to adopt a resolution designating the applicant’s agent(s) for signature authority and submit for funding offer and acceptance.

BACKGROUND: The State Water Infrastructure Authority approved the City’s application, in partnership with Southwest Renewal Foundation (SWRF) of High Point, Inc., for a Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) for a Stormwater Construction Grant. The project will be an innovative redevelopment of a key city arterial. The project proposes to design and install new Green Stormwater Infrastructure systems along a ¾-mile stretch of W. Green Drive that arcs along the southwest side of downtown, near the headwaters of the drainage area into the Richland Creek watershed. The project area extends in an arc from the intersection of West Green Drive with Main Street, towards the southwest at West Green Drive’s intersection with Taylor Avenue for a length of approximately ¾-mile.

BUDGET IMPACT: Funds are available in the FY 23-24 budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends adopting this resolution for the designation of applicant’s agent(s), approval of the funding offer, acceptance of the grant award, and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HIGH POINT

WHEREAS, the City of High Point, NC has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$5,000,000 to perform work detailed in the submitted application, and

WHEREAS, the City of High Point, NC intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE City of High Point OF THE Public Services Department:

That the City of High Point does hereby accept the American Rescue Plan Grant offer of \$5,000,000.

That the City of High Point does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Tasha Logan Ford, City Manager or Greg Ferguson, Deputy City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 6th day of May 2024 at High Point, North Carolina.

[SEAL]

Cyril Jefferson, Mayor

Sandra Keeney, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point, NC does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City of High Point, NC duly held on the 6th day of May, 2024; and, further, that such resolution has
been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I
have hereunto set my hand this _____ day of _____, 20____.

Sandra Keeney

City Clerk

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

City of High Point
211 S. Hamilton St.
High Point, North Carolina 27260

Project Number(s): SRP-SW-ARP-0022

Assistance Listing Number: 21.027
Unique Entity ID Number: UVJAHE7H36N6

Funding Program

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Stormwater	<input checked="" type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input type="checkbox"/>			
American Rescue Plan Act - LASII	<input checked="" type="checkbox"/>			\$5,000,000

Project Description:

High Point W. Green Drive Stormwater Infrastructure Improvements

Total Financial Assistance Offer: \$5,000,000
Total Project Cost: \$7,500,000
Estimated Closing Fee*: \$0.00
For Loans
Interest Rate:
Maximum Loan Term:

**Estimated closing fee calculated based on grant and loan amount.*


Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by:  6300A872077B4C5... Signature	2/23/2024 Date
--	-------------------

On Behalf of:

City of High Point

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	Date
-----------	------

APPLICABLE STANDARD CONDITIONS**Project Applicant: City of High Point****Project Number(s): SRP-SW-ARP-0022**

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES**Project Applicant: City of High Point****Project Number(s): SRP-SW-ARP-0022**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully disbursed to the recipient) by December 31, 2026.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.



City of High Point

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

Master

File Number: 2024-151

File ID: 2024-151

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/24/2024

File Name:

Final Action:

Title: Consideration a Purchase from Carolina Cat
City Council is requested to consider purchasing a diesel generator and automatic transfer switches which were competitively bid from Carolina CAT through the Sourcewell cooperative purchasing contract for a total amount of \$1,086,710, to be installed at the Oak Hollow Raw Water Pump Station for backup emergency power and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Carolina Cat - Generator for the Oak Hollow Pump Station

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Generator for the Oak Hollow Raw Water Pump Station Carolina CAT	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote - Caterpillar Quote - RussElectric	

PURPOSE: To purchase a diesel generator and automatic transfer switches that will be installed at the Oak Hollow Raw Water Pump Station for backup emergency power.

BACKGROUND: The Oak Hollow Raw Water Pump Station has historically been used as a back-up raw water source for water treatment. With the upcoming dam replacement project at Arnold Koonce City Lake and the recent change to water quality standards by the Environmental Protection Agency regarding perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS), the Oak Hollow Raw Water Pump Station will be utilized as the city's primary drinking water source and must have a reliable backup emergency power system. The CAT generator and Russelectric automatic transfer switches have a 67-week lead time and will be installed as part of a future construction project.

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

RECOMENDATION/ACTION REQUESTED: The Public Services Department is requesting approval to purchase the diesel generator and automatic transfer switches which were competitively bid from Carolina CAT through the Sourcewell cooperative purchasing contract for a total amount of \$1,086,710 and authorize the appropriate City Official(s) to execute all necessary documents.





Quote No.: 31208897

HIGH POINT SOURCEWELL 18103

Issue Date: 4/24/2024

Project Name: City of High Point, Oak Hollow

Valid For: 30 days

Project Location: High Point, NC

GENERATOR SET, DIESEL & RUSSELECTRIC ATS

- 1 Caterpillar Model C32 STOCK
 - Generator Set:
 - 1250kW Standby Rating
 - 87.4 GPH @ full load / 71.0 GPH @ 75% load
 - U.S. EPA Stationary Emergency Use Only (Tier 2)
 - 480V, 3 phase, 4 wire, wye connected, 60 Hz
 - UL2200 certified & NFPA 110 compliant
 - EMCP 4.2B control panel
 - Right hand mounted with local NFPA-99/110 alarm module, installed
 - One (1) Remote NFPA alarm annunciation panel, shipped loose
 - Alternator
 - Insulation class: H
 - Random Wound, 2/3 Pitch with PMG and strip heater
 - Radiator
 - Unit mounted with engine driven fan
 - 50/50 coolant
 - 48C/118F
 - Sight glass for level indication
 - Power Termination
 - MP 2,000A LSIG (right hand mounted, bottom fed)
 - 250A Circuit breaker
 - 250A circuit breaker
 - Engine
 - Air cleaner
 - Charging alternator
 - Motor starter, 50MT 24VDC
 - 20A Battery charger
 - Lead acid battery sets, racks, cables (2-12V batteries, 1400CCA, 200 ampere hours)
 - 204V 9kW Jacket water heater
 - Spring type isolators w/integral seismic restraint
 - Factory test report 0.8PF
 - 5-yr Factory Warranty

1 CUSTOM ENCLOSURE & TANK (Please see BOM at end of quote)

- 75dba @ 23ft Weatherproof Enclosure:
 - UL 142 Subbase Tank, 48 hour fuel tank
 - 4,257 usable gallons, when filled to 90% capacity
 - Free standing stair package
 - Electrical package
 - Enclosure Dimensions:
 - 432"L x 114"W x 114"T
 - Tank Dimensions:
 - 360"L x 114"W x 35"T
 - Stairs/Platform Dimensions:
 - 144"L x 42"W

Charlotte, NC
9000 Statesville Rd.
Charlotte, NC 28269



Darin Wilson
(704) 731-7373
Fax (704) 597-7875
Cell (704) 618-0492

1 RUSSELECTRIC MEDIUM VOLTAGE TRANSFER SWITCH (Please see BOM attached)

- 1200A, Two Section Layout
- Section 1:
 - GMSG 1200A 5kV 40kA Siemens Breaker (52-U)
 - GMSG 1200A 5kV 40kA Siemens Breaker (52-E)
 - No Neutral
- Section 2:
 - Transition Cubicle
 - Fiber Converter
- NEMA 3R
- Accessories
 - Siemens Protective Relays
 - Portable MV breaker lift device

2 RUSSELECTRIC TRANSFER SWITCHES (Please see BOM attached)

- Delayed Transition
- 260A
- 3 Cycle
- 277/480V, 3Ph
- Switched Neutral
- NEMA 3R
- Accessories
 - Power Monitoring
 - Status Relay Bundle.
 - Strip Heater within ATS.
 - Ethernet Module.

LOT MISCELLANEOUS

- Equipment delivery to job site; off-loading & installation by others
- Onsite equipment start-up with 4 hour load bank test included
- Storage for a year
- 5-year warranty on provided equipment

SALE PRICE: \$ 1,086,710.00 (plus any applicable taxes)

Submittal Lead Time (after receipt of PO/LOI):

Submittals: 8-10 weeks

Lead Times (after submittal approval):

Genset: Built and in storage

Enclosure/Tank: 26-28 weeks

RUSS MV ATS: 61-67 weeks

RUSS LV ATS: 35-37 weeks

Payment Terms:

- Invoice on delivery of equipment. Net 30.
- 90% upon delivery of equipment
- 10% upon completion of start-up/testing

Quote Clarification/Deviations/Exclusions:

1. **NOTE: The MV ATS will pull from the generator batteries. If station battery is wanted, please use \$ 22,730.00.**
2. RUSS CDE on MV ATS:
 - a. MV ATS when contained within the NEMA 3R non-walk in enclosure is not seismically certified. (Requirement, if any, for seismic certification for this switchgear configuration was not included in the project specifications section 26 36 00.
3. CAT CDE on Generator Enclosure:
 - a. 2.10- Exclusion- Enclosure finish to be CPS standard exterior grade urethane in lieu of powder baked.
4. Pricing is based on stock 1250kW that is held for this project and needs a custom enclosure/tank package.
5. Sourcewell pricing.

1250kW ENCLOSURE BILL OF MATERIAL

Weather Resistant, Level 3 Sound Attenuated, Aluminum Enclosure:

- Approximate dimensions: 408" Long x 114" Wide x 114" Tall (estimated weight: 10,326lbs)
- Enclosure Exterior to be of .080", 3003-H14 Aluminum, Formed, Panel Construction, Pre-Painted Finish (Standard Color White).
- Air Intake: Rear Air Intake Hood with Bird Screen.
- Air Discharge: Sound Attenuated Discharge Hood with Gravity Dampers and Bird Screen.
- 3" Sound Attenuating Fire Blanket in Walls and Ceilings. Insulation Retained with .050" Perforated Aluminum. Enclosure is Designed to **Provide Source SPL to 75 dB (A) @ 23 Feet**, in a Free-Field Environment.
- (4) 36" Single, Access Doors with Padlocking Provisions, Panic Release and Corrosion Resistant Hardware.
- Silencer Supports for *CPS Furnished* Interior Mounted, Internally Insulated, Critical Grade Silencer.
- Install CPS Provided Exhaust Discharge Elbow and Rain Cap.
- Install CPS Provided Exhaust Flex Connectors, Exhaust Gaskets and Bolt Kits.
- Rain Collar and Rain Shield at Exhaust Penetration in Roof.
- Extend Oil and Coolant Drains to Exterior of Enclosure.
- Extend Crank Case Disposal to Radiator Discharge (if applicable)
- Cambered Roof Design to aid in Water Shedding.
- Enclosure Suitable for 130 MPH Wind Loading
- PE Certificates are available for an additional charge

Generator Enclosure Electrical Package:

- Provide, Install and Wire (1) 480VAC;120/208VAC step down transformer.
- Provide, Install and Wire (1) 120/208V 3 Phase MCB (100A main breaker) Panel Board with Bolt-on Branch Circuit Breakers.
- Provide, Install and Wire (4) 48" LED Light Fixtures with (2) Switches Located by Entrance Doors.
- Provide, Install and Wire (2) 20A, 125V Duplex GFCI Receptacle Located by Entrance Doors.
- Wire Customer Provided and Installed Jacket Water Heaters to Panel Board.
- Wire Customer Provided and Installed Generator Strip Heaters to Panel Board.
- Mount and Wire Customer Provided Battery Charger to Panel Board and DC Output for Batteries via Termination on Starter.
- All Electrical to be Run in EMT or LFNC to meet NFPA 70.

4,900-Gallon CPS "Enviroshield Economy" ® UL 142, Subbase Fuel Tank:

- Approximate Dimensions: 360" Long x 114" Wide x 39" Tall (estimated weight: 10,500lbs)
- Capacity based on 48 hours @ 87.4gph (100% Load) **4,257 Useable Gallons**
- 10ga Mild Steel Primary Tank, 7 Gauge Mild Steel Secondary Tank
- Mechanical Fuel Level Gauge (Krueger Model H)
- Supply and Return Connections
- 2" Fill with Lockable Cap with Spill Containment with Overfill Prevention Valve (Morrison 9095SA-0500AV)
- Normal and Emergency Vent Fittings Installed Per UL-142

- Interstitial Space with Leak Detection Switch, Wired to Generator Control Panel (final termination to terminal strip to be done by installing technician)
- High Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 90% Tank Capacity Wired to Generator Control Panel (final termination to terminal strip to be done by installing technician)
- Low Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 35% Remaining Capacity Wired to Generator Control Panel (final termination to terminal strip to be done by installing technician)
- Cable Stub Up Opening Under Circuit Breaker
- Generator Mounting Beams
- 2 Lifting Points per Side (4 Total) for Lifting Generator Set, Enclosure and Tank (Empty)
- Tank Primed with Two Part Epoxy Zinc Based Primer and Two-Part Polyester/Polyurethane Topcoat -Gloss Black.

Ship under Vacuum:

- Tank sealed and shipped under vacuum per NFPA30.
- Tank Vacuum to be Verified and Documented per NFPA-30 Immediately upon receipt and placement at the job site.

OSHA Compliant Stairs and Walkways:

- (2) Set of OSHA Compliant Stairs with Railings and 144" Long x 42" Wide Walkway with Railings
- Railings to be Constructed of 1 ½" Aluminum Tube.
- Steps and Walkways Constructed of Extruded Aluminum
- Leveling Pads

Estimated Shipping Arrangement:

- Truck 1: Generator, with Enclosure and Sub-base Fuel Tank
- Truck 2: Access Stairs, Job-Box, Exhaust Components and Ship Loose

Quotation Notes:

1. **WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.**
2. This quotation covers items listed herein and does not constitute a specific job proposal.
3. All equipment furnished loose for installation by others unless specifically listed as installed.
4. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
5. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
6. Relay and/or System Coordination Study not included unless specifically noted.
7. Telephone and verbal orders are to be confirmed in writing.
8. We reserve the right to correct errors or omissions.
9. Carolina Cat is not responsible for occurrences beyond our control.
10. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
11. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
14. Delivery dates listed above are only estimates based on current delivery times from the manufacturer(s), they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.
15. Lack of urgent approval of submittals may require Carolina Cat to revise pricing if the manufacturer increases prices before order is released or if lead-times are revised to where an unquoted price increase will occur before shipment.

CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.
2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.
3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.
4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.
5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.
6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.
7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.
9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.
10. **SURCHARGES.** In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

11. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.
12. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.
13. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.
14. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.
15. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.
16. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.
17. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

SUBMITTED BY: Darin Wilson

CAROLINA CAT

ACCEPTED BY: _____

P.O. #: _____

COMPANY: _____

DATE: _____

PROPOSAL NOTES

The proposed transfer switch product is UL 1008A listed based upon standard Russelectric design and components utilizing the RPTCS-05 controller, in a momentary closed (make before break) mode of operation and provided with standard accessories.

Our Bill of Material includes a set of drawout breaker maintenance tools and a set of recommended spare parts, including AC fuses, LEDs, etc

Russelectric utilizes WAGO cage clamp terminals for all control terminals in control circuits lieu of binding screw terminals and control wire ring tongue lugs. All wire terminations made at meters, relays, CTs and PTs and other similar devices shall be made with ring-tongue or locking-spade crimp lugs or as required by the device termination point.

Our Bill of Material includes complete coordination of the engine generator system with the ATS and components in the form of a composite wiring diagram which shows all engine controls, generator controls, and ATS controls.

Our Bill of Material is based on our furnishing our standard ILSCO copper/aluminum compression lugs for all power cable connections.

After installation by others, Russelectric Inc. will furnish a competent service engineer for two (2) days (estimated) to assist in placing the MV Transfer Switch in operation and instruct personnel in its proper use.

Field service support is based on the normal work week. Overtime hours for weekends, holidays, etc., all require an adder based on standard published field service rates.

Our Bill of Material does not include any load banks, cables, fuel and/or any specialized test equipment at the site it is our understanding that this would be the responsibility of others.

Submittal drawings for the above equipment can be prepared in 10 weeks after receipt of order and all necessary engineering information. Shipment can be currently rendered 61-67 weeks after approval of drawings. Actual shipment will be dependent on receipt of all engineering information and available production capacity, at the time of order release.

Quote Notes:

1. Quotation is based upon furnishing a 5 kV UL 1008A Medium Voltage Automatic Circuit Breaker Transfer Switch lineup, contained in a NEMA 3R, non-walk-in enclosure as described below utilizing current standard Russelectric medium voltage switchgear design and components to meet the construction and operational requirements of the project Specifications Section 26 36 00, as a listed approved manufacturer. At the time of this quotation there was no project one line diagram supplied. The ATS' will operate in a momentary closed transition (i.e. make before break) mode of operation.
2. Refer to the enclosed Proposal Comments & Notes document for additional information.
3. Please note that the Russelectric MV ATS product when contained within a N3R non-walk-in enclosure is not seismically certified. The requirement for seismic certification for this switchgear configuration was not indicated in the project specifications Section 26 36 00.
4. Estimated Dimensions: 72" W x 99.25" D x 100.25" H each switch (NEMA 1 dimensions)
NEMA 3R enclosure dimensions TBD

Line #:	Qty	Description
21000	1	<p>5 KV MV ATS--MV Switchgear - 2 Sections</p> <p>4160 V, 3Ø3W, 60 HZ, Service Entrance: Same Enclosure, Breaker Manufacturer: Siemens, 40,000 A, Lug Type: IIsco Compression, Bus Material/Plating: Copper / Tin Plated, Main Bus Amperage: 1,200 A, Terminal Block Type: WAGO (Standard).</p> <ul style="list-style-type: none"> 1 - SECTION-1 1 - DISTRIBUTION <ul style="list-style-type: none"> 1 - MV Metal Clad Distribution Cubicle 1 - NEMA 3R Enclosure 1 - Portable MV Circuit Breaker Lift Device 1 - GMSG BREAKER-52-U (A) <ul style="list-style-type: none"> 1 - GMSG 1200A 5KV 40kA Siemens Breaker 1 - Miscellaneous Items <ul style="list-style-type: none"> 2 - MISCELLANEOUS Low Voltage CT (set) 1 - Synchronizing Check Relay 3 - Annunciator Pilot Light 1 - CB Control Switch w/ lights

Proposal

- 1 - Protective Relays
 - 1 - Siemens 7SJ82 Feeder-Protective Relay
- 1 - CUSTOM-SERV ENT
 - 1 - SERV ENT
- 1 - GMSG BREAKER-52-E (B)
 - 1 - GMSG 1200A 5KV 40kA Siemens Breaker
- 1 - Miscellaneous Items
 - 2 - MISCELLANEOUS Low Voltage CT (set)
 - 1 - Synchronizing Check Relay
 - 3 - Annunciator Pilot Light
 - 1 - CB Control Switch w/ lights
- 1 - Protective Relays
 - 1 - Siemens 7SJ82 Feeder-Protective Relay
- 1 - SECTION-2
- 1 - TRANSITION
 - 1 - MV Metal Clad Transition Cubicle
 - 1 - NEMA 3R Enclosure
- 1 - Auxiliary Compartment (A)
- 1 - CUSTOM-LOAD TAKEOFF BUS & TERMINATION
 - 1 - LOAD TAKEOFF BUS & TERMINATION
- 1 - CUSTOM-RPTCS CTKLLR - CT
 - 1 - RPTCS CTKLLR - CT
- 1 - Miscellaneous Items
 - 2 - MISCELLANEOUS Medium Voltage VT (set)
 - 4 - Aux. Contact Panel
 - 1 - Serial to Fiber Converter
 - 2 - Draw-out VT Carriage
- 1 - CUSTOM-05 ADD'ACCY
 - 1 - 05 ADD'ACCY
- 1 - SPARE PARTS
 - 1 - Spare Parts PER SPEC PAGE 8

22000

2

ATS1, ATS2

RTS03-ATB2603BMF3R-RPTCS05

RTS-03 Cycle, Automatic, Transfer Switch, Delayed Transition – Dual Motor
RPTCS, 260 A, 3 Poles, 480 V, 3Ø 3W, 65,000 A WCR.

- 1 - SECTION-ATS
 - 1 - Additional I/O Card
 - 1 - Enclosed Switch
 - 1 - NEMA 3R Freestanding Enclosure
 - 1 - 260 A Switch Size 65,000 A Withstand Rating Build As 600 A
 - 1 - Padlock Provisions
 - 1 - Enclosure Paint (Exterior) - ANSI 61 Gray
- 1 - SELECTORS
 - 1 - XC1 - Remote Load Test Switch
 - 1 - XL1 - Test / Auto Load Test Lever Switch
 - 1 - XF4 - Maintain Source 2 Programmable Function
- 1 - LIGHTS
 - 1 - LT1 - Source 1 Position Light (Internal)
 - 1 - LT2 - Source 2 Position Light (Internal)
 - 1 - LT3 - Source 1 Available Light (Internal)
 - 1 - LT4 - Source 2 Available Light (Internal)
 - 1 - LT20 - Transfer Inhibit Light (Internal)
 - 1 - LT21 - System in Alarm Light (Internal)

Proposal

- 1 - TIMERS AND RELAY
 - 1 - TDES - Time Delay Override Momentary Power Outage - Delay Engine Start (0:0-259:59 min:sec)
 - 1 - TDEC - Time Delay Engine Cooldown (Internal 0-3600s)
 - 1 - TDPS - Time Delay Retransfer to Preferred Source
 - 1 - TDNPS - Time Delay Transfer to Nonpreferred Source
 - 1 - TDNP - Time Delay Neutral to Preferred Source
 - 1 - TDNNP - Time Delay Neutral to Nonpreferred Source
 - 1 - BTR - Block Transfer Relay w/ Programmable Override
 - 1 - LTR - Load Test Relay
 - 1 - LSR - Load Shed Function
- 1 - METER
 - 1 - PM - Power Monitor
 - 1 - SB - Shorting Terminal Block for Current Transformers
 - 1 - Ethernet Port
- 1 - CONTACTS
 - 2 - CS1A - Source 1 Available Form C Auxiliary Contact
 - 2 - CS1P - Source 1 Position NC Auxiliary Contact
 - 2 - CS2A - Source 2 Available Form C Auxiliary Contact
 - 2 - CS2P - Source 2 Position NC Auxiliary Contact
 - 2 - CES - Form C Contact to Initiate Engine Start
- 1 - MISCELLANEOUS
 - 1 - ELEV2 - Elevator Pre-Signal Contacts, Time Delay Before Transfer
 - 1 - Additional Form C Contacts
 - 1 - EXF - Exerciser Function (Programmable)
 - 1 - THS-STH - Thermostat and Space Heater Assembly



City of High Point

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

Master

File Number: 2024-152

File ID: 2024-152

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/24/2024

File Name:

Final Action:

Title: Consideration of a Task Order with Sturgill Engineering P.A.
City Council is requested to consider a Task Order for Professional Engineering Services to Sturgill Engineering P.A. in the amount of \$107,900, and authorize appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Task Order - Sturgill Engineering

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Oak Hollow Raw Water Pump Station Generator- Professional Engineering Services Sturgill Engineering P.A.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Scope of Services	

PURPOSE: To approve a Task Order with Sturgill Engineering for Professional Engineering Services for the installation of a new generator system at the Oak Hollow Raw Water Pump Station. The City has a Master Agreement for Professional Services with Sturgill Engineering.

BACKGROUND: As part of the Oak Hollow Raw Water Pump Station generator installation project, Sturgill Engineering will perform the design of the backup emergency power system and assist with bidding. The generator system will be procured under a separate contract.

BUDGET IMPACT: Funds for this project are available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends City Council approve this Task Order for Professional Engineering Services to Sturgill Engineering P.A. in the amount of \$107,900 and to authorize appropriate city staff to execute all necessary documents.



Oak Hollow Raw Water Pump Station

April 22, 2024

Mr. Derrick Boone
City of High Point
Public Services Director, Assistant
211 S Hamilton
High Point, NC 27260

Reference: Oak Hollow Generator Addition

Derrick:

I am pleased to offer this proposal for Electrical Engineering Services. In general, project includes installation of new generator system procured under separate contract.

Design Scope of Services

1. Survey, Utility Locate, Watershed Development Plan per attached DMP proposal
2. Electrical Site plan
3. System One-Line diagram
4. Electrical details as necessary to bid project
5. Coordination with existing SCADA system
6. Coordination with City of High Point Electric Department
7. One-line and schematics indicating connection requirements
8. Electrical specifications for electrical equipment
9. Construction sequencing assistance
10. 80 and 100 percent review meetings with responses to City's comments

Bidding Scope of Services

1. One set of reproducible specifications and plans to City
2. Answer Contractors questions
3. Prepare necessary addendums
4. Attendance at Pre-Bid Conference
5. Evaluate bids with recommendation for award

Construction Scope of Services – To be determined

Assumptions

1. Owner will provide drawings (PDFs) of existing pumping station as available.
2. City of High Point will provide front end contract documents
3. City of High Point will advertise project.

Project Approach

The project approach includes the following:

1. Kickoff meeting with City to:
 - Review project scope and schedule
 - Review areas where equipment is to be installed
2. Develop system one-lines.
3. Develop plans including equipment locations.
4. Develop special system details as required for grounding, surge suppression, equipment mounting, etc.
5. Develop project specifications.
6. Submit 80 percent plans to Owner for review.
7. Meet with Owner to discuss revisions.
8. Modify plans, schedules, and specifications as required.
9. Submit 100 percent plans to Owner for review.
10. Meet with Owner to discuss revisions.
11. Modify plans, schedules, and specifications as required.
12. Bid project

Commercial Terms

We propose to execute this project on an hourly not to exceed basis. Fee structure is indicated below:

1. Design	\$ 104,400.00
2. Bidding	\$ 3,500.00
3. Construction Administration	TBD

Total	\$ 107,900.00
--------------	----------------------

Please refer to the Terms & Conditions along with standard rates that are included in our existing on call services agreement. Any changes or additions to the scope items will be executed upon approval of a change order.

Thank you for the opportunity. Please contact me with questions and comments.

Sincerely,



Randall W. Sturgill, PE



City of High Point

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

Master

File Number: 2024-153

File ID: 2024-153

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/25/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Purchase from JWC Environmental Inc.
City Council is requested to consider a sole source purchase from JWC Environmental, Inc. in the amount of \$522,000, for the purchase of two (2) fine bar screens and washer compactors at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source - JWC Environmental, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Eastside WWTP- Bar Screens 1 and 3 JWC Environmental Inc.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Sole Source Form	

PURPOSE: To purchase two (2) fine bar screens and washer compactors that will replace the existing mechanical screens and compactors (1 and 3 slots) that are in poor condition at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The Eastside WWTP has three mechanical bar screens at the plant influent that function as part of the preliminary treatment process. A bar screen is a mechanical filter used to remove large objects, such as rags and plastics, from wastewater (see picture below). The replacement of mechanical bar screen #2 was put out for bid and approved by the City Council on May 15, 2023. Two bids were received, and the lowest bidder was JWC Environmental Inc. with the Monster Fine Screen and Wash Press. The Public Services Department is requesting a sole source purchase of two additional Monster Fine Screens and Wash Presses to standardize with the fine bar screen and washer compactor that was previously purchased from JWC Environmental Inc. The quote is 2.8% more per bar screen than the May 2023 award.

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

RECOMENDATION/ACTION REQUESTED: Public Services is recommending that JWC Environmental Inc. be approved as a sole source vendor for the purchase of two (2) fine bar screens and washer compactors at the Eastside WWTP for \$522,000.



New Monster Fine Screen and Wash Press Eastside WWTP



New Monster Fine Screen and Wash Press Eastside WWTP



Quote #

71078

JWC Environmental
 2850 S. Red Hill Ave Suite 125
 Santa Ana, CA 92705 USA
 Fax: 714.242.0240

Page: 1

Please address Purchase Orders to:

JWC Environmental
 2850 S. Red Hill Ave Suite 125
 Santa Ana, CA 92705 USA
 Fax: 714.242.0240

To	The Bidding Contractor	Rep	Heyward NC
		Phone	704-583-2305 ext 917

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	High Point, NC - Eastside WWTP	Bid Date	
Quote Date	04/19/2024	FOB	Origin
Submittals	8 weeks after receipt of order	Expire Date	07/19/2024
Ship Equipment	18 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer	None		
Spec. Section	Same spec as S/O 116426		

LINE ITEMS

Line No	Qty	Part/Description
1	1	<p>Monster Fine Screen - Channel #1 MFS (Monster FineScreen) Traveling FineScreen system suitable for handling up to 26.0 mgd in a channel 60" wide X 72" deep. Scope of supply to include: * Traveling screen at 70deg with stainless steel 6mm perforated 1/8" thick curved panels, XPFC 230-460v/3ph/60Hz main motor (1750 rpm) and reducer, XPFC 230-460v/3ph/60Hz brush motor and reducer, 200mm pitch main chains with a breaking load of 15,000 lbf ea, spray piping with nozzles, wash-water valves, rotating brush, totally enclosed head structure, screenings discharge chute to a washer/compactor, all splash and safety guards, assembly fasteners, stainless steel general construction. * Radar level sensors</p>
2	1	<p>Monster Wash Press - Channel #1 MWP3018 Monster Wash Press System suitable for handling up to 78 ft³/hr of screenings material as delivered by an intermittent-feed, open-channel screenings extraction system. Scope of supply to include: * 304 stainless steel inlet hopper with spray wash assembly, manual & explosion-proof solenoid valves (recommended wash water supply: 45 GPM at minimum 40 psi in 1" line). * 304 stainless steel tank with 6mm perforated screen, 300 mm dia. alloy steel Paddle Spiral Rotor with nylon brush, 45 degree compaction elbow, 650 mm (25.6") tapered discharge tube with 45 degree transport elbow, 18" transport tube, stainless steel spray wash assembly with manual & explosion-proof bronze solenoid valves, qty. 4" NPT liquid drain connections, 123.3:1 right-angled speed reducer, 5 HP XPFC explosion-proof 460v/3ph/60Hz electric motor coated with green epoxy paint. * 30006-0018 Muffin Monster with 18" cutter stack using 7-tooth cam cutters in hardened alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & scraper side rails, 29:1 speed reducer and 10 hp XPFC explosion-proof 460v/3ph/60Hz electric motor.</p>



Quote #

71078

Page: 2

- | | | |
|----|---|--|
| 3 | 1 | <p>Main Control Panel - Channel #1
PC2510 Controller suitable for controlling this system. Scope of supply to include:
* Stainless steel enclosure (rated NEMA 4X) accepting 460v/3ph/60Hz input power, including a rotary disconnect switch with circuit breaker, magnetic motor starter for screen, screen brush, grinder & auger, jam-sensing current transformers for all motors, an Allen-Bradley CompactLogix PLC, and a Red Lion operator interface terminal.</p> |
| 4 | 1 | <p>Local Control Panel - Screen - Channel #1
NEMA 7 rated enclosure with hand/off/auto switch for screen motor, forward/off/reverse switch for screen motor, hand/off/auto switch for brush motor, and system e-stop push button.</p> |
| 5 | 1 | <p>Local Control Panel - Compactor - Channel #1
NEMA 7 rated enclosure with hand/off/auto switch for grinder motor, forward/off/reverse switch for grinder motor, hand/off/auto switch for auger motor, forward/off/reverse switch for auger motor, and system e-stop push button.</p> |
| 6 | 1 | <p>Monster Fine Screen - Channel #3
MFS (Monster FineScreen) Traveling FineScreen system suitable for handling up to 26.0 mgd in a channel 60" wide X 72" deep. Scope of supply to include:
* Traveling screen at 70deg with stainless steel 6mm perforated 1/8" thick curved panels, XPFC 230-460v/3ph/60Hz main motor (1750 rpm) and reducer, XPFC 230-460v/3ph/60Hz brush motor and reducer, 200mm pitch main chains with a breaking load of 15,000 lbf ea, spray piping with nozzles, wash-water valves, rotating brush, totally enclosed head structure, screenings discharge chute to a washer/compactor, all splash and safety guards, assembly fasteners, stainless steel general construction.
* Radar level sensors</p> |
| 7 | 1 | <p>Sluiceway - Channel #3
11" wide, 12ga. U-trough with covers and support stands as required, 304 stainless steel general construction. Includes sparge.</p> |
| 8 | 1 | <p>Monster Wash Press - Channel #3
MWP3018 Monster Wash Press System suitable for handling up to 78 ft³/hr of screenings material as delivered by an intermittent-feed, open-channel screenings extraction system. Scope of supply to include:
* 304 stainless steel inlet hopper to connect to sluice.
* 304 stainless steel tank with 6mm perforated screen, 300 mm dia. alloy steel Paddle Spiral Rotor with nylon brush, 45 degree compaction elbow, 650 mm (25.6") tapered discharge tube with 45 degree transport elbow, 96" transport tube, stainless steel spray wash assembly with manual & explosion-proof bronze solenoid valves, qty. 4" NPT liquid drain connections, 123.3:1 right-angled speed reducer, 5 HP XPFC explosion-proof 460v/3ph/60Hz electric motor coated with green epoxy paint.
* 30006-0018 Muffin Monster with 18" cutter stack using 7-tooth cam cutters in hardened alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & scraper side rails, 29:1 speed reducer and 10 hp XPFC explosion-proof 460v/3ph/60Hz electric motor.</p> |
| 9 | 1 | <p>Main Control Panel - Channel #3
PC2510 Controller suitable for controlling this system. Scope of supply to include:
* Stainless steel enclosure (rated NEMA 4X) accepting 460v/3ph/60Hz input power, including a rotary disconnect switch with circuit breaker, magnetic motor starter for screen, screen brush, grinder & auger, jam-sensing current transformers for all motors, an Allen-Bradley CompactLogix PLC, and a Red Lion operator interface terminal.</p> |
| 10 | 1 | <p>Local Control Panel - Screen - Channel #3
NEMA 7 rated enclosure with hand/off/auto switch for screen motor, forward/off/reverse switch for screen motor, hand/off/auto switch for brush motor, and system e-stop push button.</p> |



Quote #
11 1

71078

Page: 3

Local Control Panel - Compactor - Channel #3

NEMA 7 rated enclosure with hand/off/auto switch for grinder motor, forward/off/reverse switch for grinder motor, hand/off/auto switch for auger motor, forward/off/reverse switch for auger motor, and system e-stop push button.

12 1

Lot – Operations and maintenance manuals

13 1

Start-up assistance and training

By factory trained personnel, not to exceed 4 days on 2 trips

14 1

Warranty

1 year standard.

15 1

Shipping & Handling

Price \$ 522,000.00

Comments

1. See attached standard JWC Terms and Conditions of Purchase.
2. Anchor bolts are to be provided by others and are to be appropriate to the physical conditions and equipment.
3. The quoted screens will be identical to the existing screen sold under sales order 116426, The washer/compactors will be similar to the existing one sold under sales order 116426 with variations in the inlet hopper and discharge tube arrangements.
4. Reference drawing MFS-GA-HIGH POINT rev X1 for proposed equipment layout.

Clarifications and Exceptions

1. Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.
2. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
3. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.



**JWC
Environmental®**

Quote #

71078

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

Page: 4

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



Quote #

71078

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

Page: 5

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. =

F360JWCE0107

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2024.04.25 10:35:27 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.04.26 16:16:34 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.04.26 16:48:13 -04'00'

City Council (\$30,000 – Up)





City of High Point

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

Master

File Number: 2024-154

File ID: 2024-154

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration of a Bid Award to Wesco, Inc.
City Council is requested to award a bid to Wesco, Inc. in the amount of \$362,186.01 for the procurement of materials to build a 100kV Transmission line from Penny Substation to Deep River Substation and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Award - Wesco, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Penny to Deep River 100kV Transmission Hardware/Wire	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: Sourcewell – 091422-WES
ATTACHMENTS: Line Post Insulator – HP-80DD Line Post Insulator – HP-70AD Suspension Insulator – T112-YB Sourcewell Quote – 091422-WES	

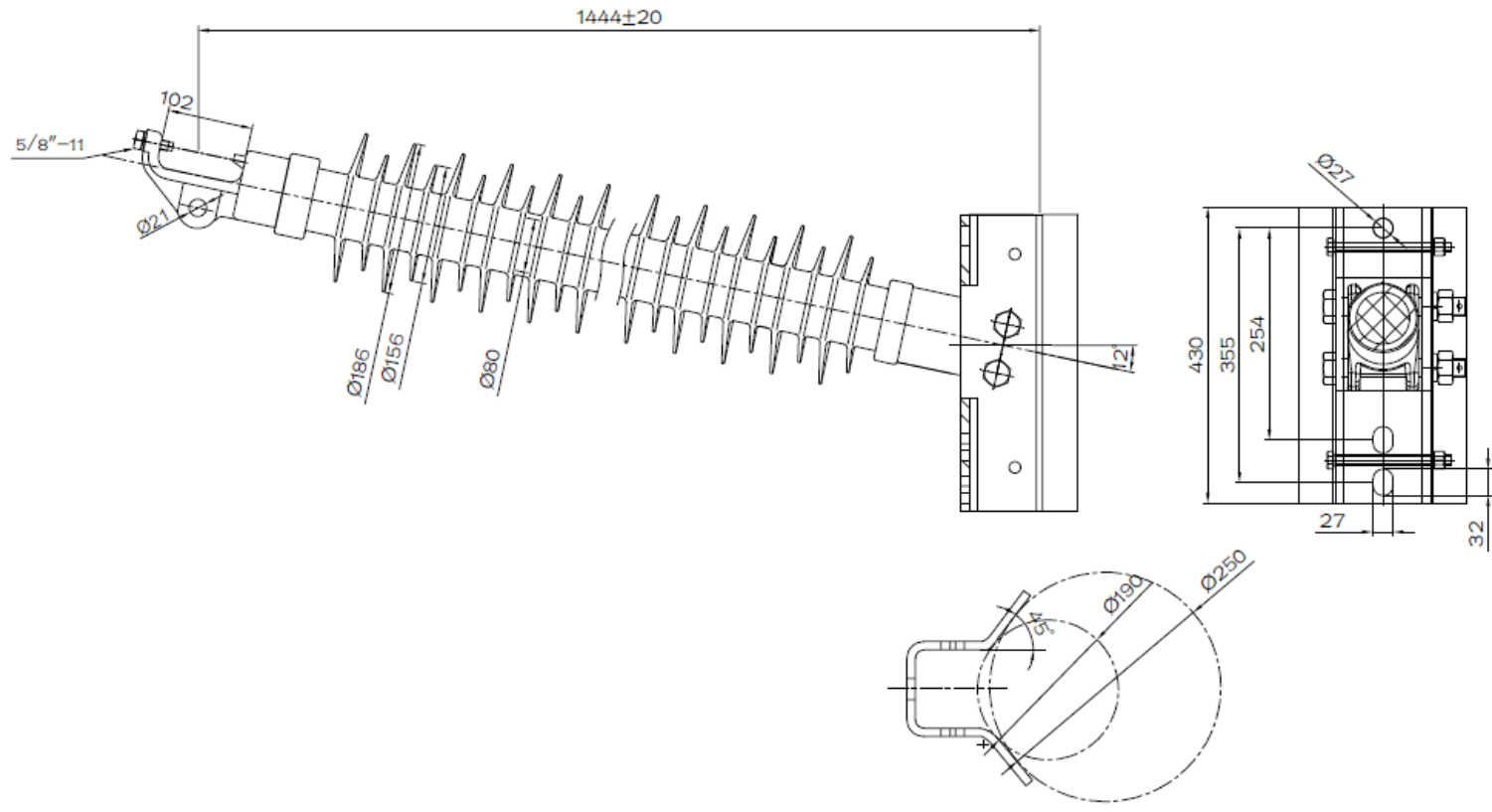
PURPOSE: The City is procuring materials (wire and pole hardware) for steel poles to build a 100kV Transmission line from Penny Substation to Deep River Substation.

BACKGROUND: The Electric Department is procuring materials to be used on the Penny to Deep River 100kV project (project is in the Electric CIP). The Warehouse Division of the Finance Department is utilizing our Sourcewell contract to procure materials for this project, and the Electric Department will self-perform the work after foundations are installed. This is the last remaining section of our 100kV 'loop' for our transmission network. Completion of this section will allow the Electric Department to feed electrical infrastructure from various sources and provide flexibility with future project work.

BUDGET IMPACT: Funds are included in the Electric capital budget to cover this project.

RECOMMENDATION/ACTION REQUESTED: Staff are recommending that City Council approve, and the department be given the ability to procure these materials. The department is recommending that the bid for these poles be awarded to Wesco, Inc. for \$362,186.01 and authorize the appropriate City Official(s) to execute all necessary documents.





DIMENSIONS

LEAKAGE DISTANCE	mm	3,400
DRY ARCING DISTANCE	mm	1,168

MECHANICAL VALUES

SPECIFIED CANTILEVER LOAD (SCL)	kN	25
ROUTING TENSILE LOAD (RTL)	kN	22

ELECTRICAL VALUES

RATED VOLTAGE	kV	138
LOW FREQUENCY FLASHOVER, DRY	kV	490
LOW FREQUENCY FLASHOVER, WET	kV	460
IMPULSE FLASHOVER, POSITIVE	kV	760
IMPULSE FLASHOVER, NEGATIVE	kV	830

PACKING INFORMATION

NET WEIGHT	kg	40
------------	----	----

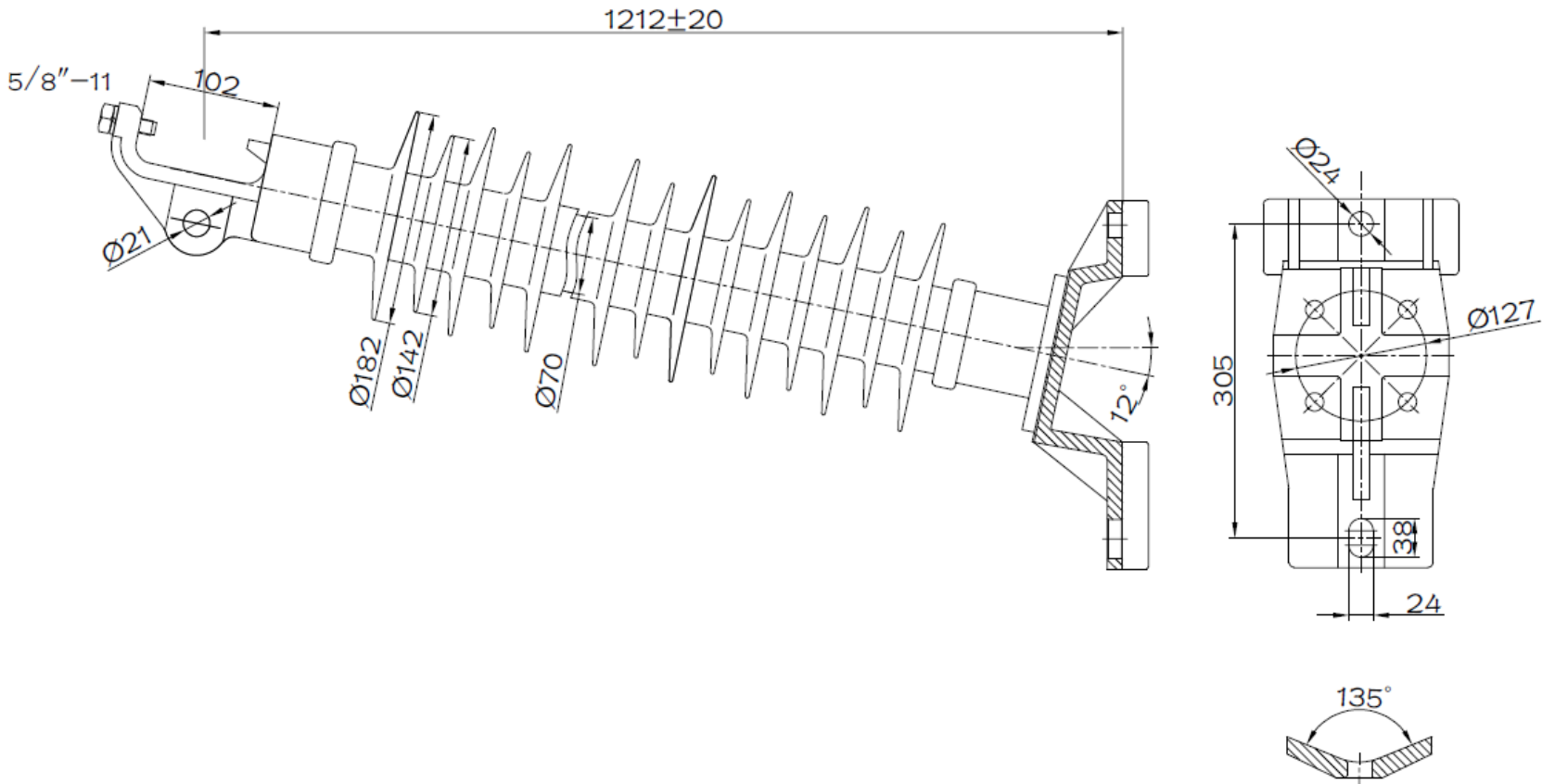
APPROVED
By A. Schwalm at 11:04 am, Mar 20, 2024

DATE	03-20-24	TM
SYSTEM VOLTAGE: 138 kV		
LINE POST		
HP-80DD-1444-3400-XX		



Victor Insulators, Inc.
280 Maple Avenue
Victor, New York, 14564
Telephone: (585)924-2127
www.victorinsulators.com

THIS DRAWING IS THE PROPERTY OF VICTOR INSULATORS, INC. AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION WHICH MUST NOT BE DUPLICATED, USED, OR DISCLOSED OTHER THAN AS EXPRESSLY AUTHORIZED BY VICTOR INSULATORS, INC.



DIMENSIONS

LEAKAGE DISTANCE	mm	2,625
DRY ARCING DISTANCE	mm	980

MECHANICAL VALUES

SPECIFIED CANTILEVER LOAD (SCL)	kN	17
ROUTING TENSILE LOAD (RTL)	kN	22.2

ELECTRICAL VALUES

RATED VOLTAGE	kV	115
LOW FREQUENCY FLASHOVER, DRY	kV	425
LOW FREQUENCY FLASHOVER, WET	kV	370
IMPULSE FLASHOVER, POSITIVE	kV	640
IMPULSE FLASHOVER, NEGATIVE	kV	715

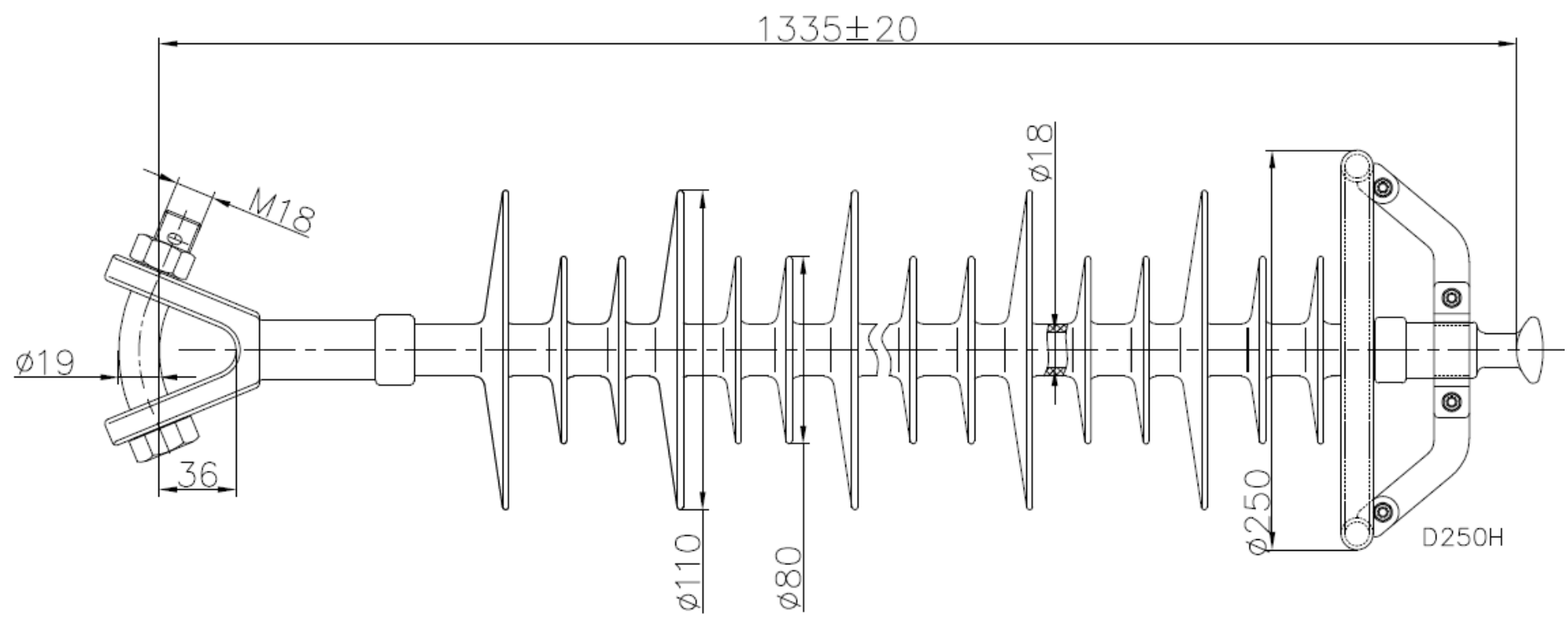
PACKING INFORMATION

NET WEIGHT	kg	20
------------	----	----

APPROVED
By A. Schwalm at 11:04 am, Mar 20, 2024

DATE	03-20-24	TM
SYSTEM VOLTAGE: 115 kV		
LINE POST		
HP-70AD-1212-2625-XX		
 Victor Insulators, Inc. 280 Maple Avenue Victor, New York, 14564 Telephone: (585)924-2127 www.victorinsulators.com		

THIS DRAWING IS THE PROPERTY OF VICTOR INSULATORS, INC. AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION WHICH MUST NOT BE DUPLICATED, USED, OR DISCLOSED OTHER THAN AS EXPRESSLY AUTHORIZED BY VICTOR INSULATORS, INC.



DIMENSIONS

LEAKAGE DISTANCE	mm	3,100
DRY ARCING DISTANCE	mm	1,094
ANSI BALL AND SOCKET SIZE	J	

MECHANICAL VALUES

SPECIFIED MECHANICAL LOAD(SML)	kN	112
ROUTINE TEST LOAD(RTL)	kN	56

APPROVED
By A. Schwalm at 7:34 am, Mar 26, 2024

ELECTRICAL VALUES

RATED VOLTAGE	kV	115
LOW FREQUENCY FLASHOVER, DRY	kV	460
LOW FREQUENCY FLASHOVER, WET	kV	435
IMPULSE FLASHOVER, POSITIVE	kV	730
IMPULSE FLASHOVER, NEGATIVE	kV	760

PACKING INFORMATION

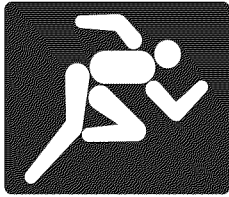
NET WEIGHT	kg	3.8
------------	----	-----

DATE	03-22-24	TM
SYSTEM VOLTAGE: 115 kV		
SUSPENSION		
T112-YB-1335-3100-AA		



Victor Insulators, Inc.
280 Maple Avenue
Victor, New York, 14564
Telephone: (585)924-2127
www.victorinsulators.com

THIS DRAWING IS THE PROPERTY OF VICTOR INSULATORS, INC. AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION WHICH MUST NOT BE DUPLICATED, USED, OR DISCLOSED OTHER THAN AS EXPRESSLY AUTHORIZED BY VICTOR INSULATORS, INC.



WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF HIGH POINT
657 E RUSSELL AVE
SOURCEWELL 091422-WES
HIGH POINT NC 27260

Date: 04/04/24

Branch: 7884

Project Number: PENNY ROAD

Project Name

Quoted To:

Date of Your Inquiry: 03/12/24

When ordering please refer to Quotation Number: 788769

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	50148	PWC 1272AAC-61STR 1227KCMIL CBL 14 X 3,582 # REEL(S) NR 66X32X36 STEEL REELS	2.590	E	129883.32	0.00		09/09/24
20	180	AFL*TS14*EACH*#TS14, QUICK COMPRESS TERMINAL FOR AAC CONDUCTOR, STRAIGHT, TS SERIES	67.250	E	12105.00	0.00		10/31/24
30	80	AFL*HCT1295*EACH*HIBUS TRUNION CLAMP RANGE 1.295-1.349	117.250	E	9380.00	0.00		10/31/24
41	175	AFL VESE-140 DE ST	181.210	E	31711.75	0.00		10/31/24
51	500	LINE SLN34 3/4 LOCKNUT	0.400	E	200.00	0.00		04/30/24
61	170	HPS SC30 HARDWARE FITTING	29.050	E	4938.50	0.00		05/03/24
102	60	PLP*AGS-5238*EACH*ARMOR-GRIP SUPPORT (RHL)1.287-1.314	191.300	E	11478.00	0.00		06/07/24
113	500	LINE SWF-225B 2-1/4X3/16 SQUARE	0.700	E	350.00	0.00		05/03/24
123	300	MPS J3541 WASHER SPRING	8.500	E	2550.00	0.00		08/30/24
133	75	LINE MB-3424 3/4 X 24 MACHINE	6.750	E	506.25	0.00		05/03/24
143	75	LINE*MB-3426*EACH*3/4X26 MACHINE BOLT	7.250	E	543.75	0.00		05/03/24

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:



WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF HIGH POINT
657 E RUSSELL AVE
SOURCEWELL 091422-WES
HIGH POINT NC 27260

Date: 04/04/24

Branch: 7884

Project Number: PENNY ROAD

Project Name

Quoted To:

Date of Your Inquiry: 03/12/24

When ordering please refer to Quotation Number: 788769

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
153	75	HPS 8928 .750X28 MACH SQH BOLT	14.140	E	1060.50	0.00		04/30/24
163	75	HPS 8930 0.75X30 MCH BOLT	29.500	E	2212.50	0.00		04/30/24
173	180	LINE YCE-30-90 30000 LB Y-CLEVIS	10.750	E	1935.00	0.00		05/03/24
183	50	HPS SWL022B BRONZE TERMINAL	61.800	E	3090.00	0.00		10/31/24
193	50	HPS GC10301 MISC&GROUNDING-CONN	32.500	E	1625.00	0.00		10/31/24
203	50	ERC 615880 GR RODPTDCU-BONDNOM 5/8I	19.250	E	962.50	0.00		04/30/24
213	14000	NATSTR 38GFEX7855C0500 GUYWIRE	0.580	E	8120.00	0.00		04/30/24
223	50	LINE*GR-588C*EACH*5/8X8' COPPER GROUND ROD	23.000	E	1150.00	0.00		05/03/24
233	60	LINE*QSC-552-C*EACH*QUADRANT STRAIN CLAMP 2 BOLT W/ CLEVIS FITTING	21.500	E	1290.00	0.00		05/03/24
243	75	LINE AS-3 35000 LB ANCHOR SHACKLE	7.110	E	533.25	0.00		05/03/24
254	125	WIRE BARE-SD-2-SOL-CU-125R WIRE	1810.000	M	226.25	0.00		04/30/24
264	24	PFRM AGS-7104	49.500	E	1188.00	0.00		06/14/24
274	100	HPS VAUL112 COMPRESSION LUG	4.500	E	450.00	0.00		05/03/24

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:



WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF HIGH POINT
657 E RUSSELL AVE
SOURCEWELL 091422-WES
HIGH POINT NC 27260

Date: 04/04/24

Branch: 7884

Project Number: PENNY ROAD

Project Name

Quoted To:

Date of Your Inquiry: 03/12/24

When ordering please refer to Quotation Number: 788769

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
315	250	T&B K1 JUMPRCLMP 1 WIRE GROOV PLTD	4.050	E	1012.50	0.00		05/10/24
325	450	OKON 161-23-3069 15KV 1/0SOL 220	4880.000	M	2196.00	0.00		04/30/24
335	100	MPS TG-820 TANK GROUND 820	5.500	E	550.00	0.00		04/30/24
345	250	BBI*770075-BR*EACH*3/4"-10X10' A307 GRADE A ALL THREAD RODS HDG	25.400	E	6350.00	0.00		05/17/24
355	250	BBI*238042-BR*EACH*3/4"-10 SQUARE NUTS GRADE 2 HDG	360.000	M	90.00	0.00		05/17/24
366	60	V-I**EACH*HP-80DD-1444-3400-XX-SI LICONE LINE POST	598.690	E	35921.40	0.00		08/23/24
376	85	V-I**EACH*HP-70AD-1212-2625-XX - SILICONE LINE POST	518.930	E	44109.05	0.00		08/23/24
386	180	V-I**EACH*T112-YB-1335-3100-LA - SILICONE SUSPENSION	119.810	E	21565.80	0.00		08/23/24
SUB-TOTAL					339284.32			
ESTIMATED TAX					22901.69			
TOTAL					362186.01			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:



City of High Point

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

Master

File Number: 2024-162

File ID: 2024-162

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/29/2024

File Name:

Final Action:

Title: Consideration of a Change Order to Pike Electric
City Council is requested to consider a Change Order to Pike Electric for \$711,300, due to increased labor rates, additional projects, and unforeseen equipment failures and authorize the appropriate City Official(s) to execute all necessary documents. This will bring the new contract amount to \$2,980,300.

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order - Pike Electric

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Change Order – Contract Labor & Equipment – Pike Electric	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: None	

PURPOSE: The Electric Department is requesting to execute a change order to the initial contract labor & equipment contract (previously adopted) with Pike Electric.

BACKGROUND: The Electric Department has a contract with Pike Electric for labor & equipment to supplement internal forces for Distribution Line Construction and Equipment. Due to increased labor rates, additional projects, and unforeseen equipment failures, initiating a change order will be required to carry this contract out through the remainder of the term. Some of the additional costs totaling \$725,331 are as follows:

- Jackson Lake Pole Yard Expansion – \$101,257.47
- Deep River Substation, Station work & Access Road – \$129,515.06
- Equipment Rentals 100' Bucket & Crane - \$56,114.60
- Jackson Lake Substation - \$48,972.43
- HPU Underground Construction - \$389,471.20

BUDGET IMPACT: Funds are included in the FY 2023-2024 Electric operating budget to cover this change order.

RECOMMENDATION/ACTION REQUESTED: Staff are recommending that City Council approve, and the department be given the ability to execute this change order. The department is recommending that this change order be awarded to Pike Electric for \$711,300. This will bring the new contract amount to \$2,980,300.



City of High Point

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

Master

File Number: 2024-155

File ID: 2024-155

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration of a Request to Establish a Public Hearing Date for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding
City Council is requested to establish a public hearing date for Monday, May 20, 2024, to receive public comments on the funding, adoption of a Resolution ratifying an Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2023 Byrne Justice Assistance Grant (JAG) and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for 2023 JAG Public Hearing

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing and Resolution - 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Interlocal & Sub-recipient Agreements	
FROM: C. H. Cheeks, III, Interim Chief of Police	MEETING DATE: May 6, 2024
PUBLIC HEARING:	ADVERTISED DATE/BY: High Point Enterprise 05/04/2024, 05/07/2024, & 05/14/2024
ATTACHMENTS: Resolution Interlocal & Sub-recipient Agreement	

PURPOSE: To request a public hearing on Monday, May 20, 2024, to receive public comments on the funding and the adoption of a Resolution ratifying an Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2023 Byrne Justice Assistance Grant (JAG).

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The 2024 Allocation for High Point, Greensboro, and Guilford County totals \$318,541. The HPPD will use our allotment to pay a portion of the annual Municipal Lease agreement with Motorola Solutions for WatchGuard 4RE/VISTA In-car camera / body-worn camera systems to be utilized by first responders, for \$1,380,436.

A Memorandum of Understanding (MOU) or Interlocal Agreement is required for the application process, which identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the "Authorized Representative" for each participating jurisdiction.

A Sub-recipient Agreement is being executed to provide the City of Greensboro with a mechanism to reimburse the City of High Point for allowable grant expenditures. This document also outlines monitoring practices and audit requirements.

BUDGET IMPACT: No match is required. The City of High Point, as a sub-recipient, will receive an allotment of \$52,992.

The City of High Point entered into the lease agreement on 6-26-2020 with the first least payment not coming due until the fiscal year 2021-22 and will be paid on an annual basis through 7-1-2024. The purchase is being made off the NC State Contract 680D. The Police Department pledged Justice Assistance Grant (JAG) Awards toward the annual lease payment. Payments are as follows:

- Year 1 – No payment required
- Year 2 - \$345,109.00
- Year 3 - \$345,109.00
- Year 4 - \$345,109.00
- Year 5 - \$345,109.00

CITY OF HIGH POINT

AGENDA ITEM



RECOMMENDATION/ACTION REQUESTED: The Police Department is recommending that Council authorize a public hearing on May 20, 2024, at 5:30 p.m. to receive public comments on the High Point Police Department's use of funding and authorize the adoption of a Resolution authorizing the execution of an Interlocal and Sub-recipient Agreements between the City of Greensboro, City of High Point, and County of Guilford for shared use of the 2023 Edward Byrne Memorial Justice Assistance Grant Funds.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC;
HIGH POINT, NC; AND COUNTY OF GUILFOD, NC FOR SHARED USE OF
2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (JAG) FUNDS**

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2023 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of \$318,541 as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

SUB-RECIPIENT AGREEMENT

Grant Year 2023; Award Date - September 22, 2023; Effective Date – October 1, 2022

BETWEEN THE CITY OF GREENSBORO
A NORTH CAROLINA MUNICIPAL CORPORATION
AND
THE CITY OF HIGH POINT, NORTH CAROLINA
A NORTH CAROLINA MUNICIPAL CORPORATION

FOR THE DISBURSEMENT OF JUSTICE ASSISTANCE GRANT PROGRAMS FUNDS

THIS SUB-RECIPIENT AGREEMENT (“Agreement”) is entered into by and between the City of Greensboro, a North Carolina municipal corporation (“Recipient” or “City”), and the City of High Point, a North Carolina municipal corporation (“Sub-recipient”). Recipient and Sub-recipient are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Edward Byrne Memorial JAG Program awards are authorized by the 42 U.S.C. § 3751(a); and

WHEREAS, The CFDA number for the Edward Byrne Memorial JAG Program (State and Local) is 16.738; and

WHEREAS, the U.S. Department of Justice (“USDOJ”) has approved Recipient’s application for funding under the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of **\$318,541** (“JAG Funds”) to be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-related research and evaluation activities, attached hereto as Exhibit “A”; and

WHEREAS, City entered into an Inter-local Agreement on November 21, 2023 which is retroactive to the beginning on the project period October 1, 2022 with Sub-recipient, et al., to reallocate the JAG Funds; and

WHEREAS, there are legal and administrative requirements that govern the Recipient and Sub-recipient for acceptance and use of federal JAG funds; and

WHEREAS, the Recipient and Sub-recipient desire to memorialize the terms and conditions of the disbursement of the JAG Funds in this Agreement;

NOW THEREFORE, the Parties do hereby agree as follows:

Section 1. GRANT FUNDS

Subject to the terms and conditions of this Agreement, Recipient agrees to make available and to disburse Grants Funds to Sub-recipient in the amount of **\$52,992** to be used to pay for equipment as outlined in the grant application budget.

Section 2. DISBURSEMENT

The Sub-recipient shall have the right to disbursement from the Grant Funds on a quarterly basis after Recipient receives such funds from the USDOJ, and in any amount(s) approved by Recipient, such total amount(s) not to exceed **\$52,992** in Grant Funds, provided Sub-recipient meets all the terms and conditions set forth in this Agreement.

Payments made by the Recipient to the Sub-recipient under this agreement will be issued upon receipt of an original invoice from Sub-recipient setting forth the amount due and payable pursuant to Item 4 of this agreement via a claim of reimbursement. Invoices will be reviewed by the Greensboro Police Department's Fiscal Management Office and City Financial Analyst for allowable and reasonable expenses as outlined in the approved grant budget. Upon approving an invoice, a check request will be submitted to the Finance Department and a check will be issued within 7 to 10 business days by the Recipient. All services must be performed to the satisfaction of the Recipient prior to any reimbursement being submitted for processing by the City's Finance Department and payment being made.

Section 3. TERM

This agreement and the terms and conditions contained herein shall remain in full force and effect from October 1, 2022 until September 30, 2026, the end of the Project Period as set forth in the Grant Award.

Section 4. DOCUMENTS REQUIRED PRIOR TO DISBURSEMENT JAG FUNDS

Sub-recipient agrees that prior to the initial disbursement of funds to Sub-recipient; it shall deliver to Recipient the following documents:

- (a) Copies of expenditure invoices
- (b) Proof of Payment
- (c) Explanation of specific outcome and benefits derived from use of the JAG funds.

Section 5. ASSURANCES

Sub-recipient assures that it will comply with all legal and administrative requirements that govern the acceptance and use of federal grant fund by Recipient as set forth in Exhibit A attached hereto and made a part of this Agreement as if fully set forth herein.

Sub-recipient further agrees that it will comply with all applicable Federal civil rights laws, including requirement pertaining to developing and/or submitting an Equal Employment Opportunity Plan, reporting Findings of Discrimination, and providing language services any time upon request.

Sub-recipient agrees to provide the Recipient with a copy of the Equal Employment Opportunity Plan on file in accordance with 28 CFR 42.301 (d). A copy will be retained in the Greensboro Police Department's Fiscal Management Office and produced at the request of the Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA).

Section 6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

It is the policy of City that City and its Sub-recipients, its employees, agents, Sub-recipients and others engaged by Sub-recipient that City opposes discrimination on the basis of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, Sub-recipient agrees that neither Sub-recipient nor its employees, agents, Sub-recipients or others engaged by Sub-recipient shall discriminate against any person, whether employed by Sub-recipient or otherwise, for any basis stated herein. Sub-recipient further agrees to take affirmative action to insure that its employees, agents, Sub-recipients and others engaged by Sub-recipient, or applicants thereto shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, Sub-recipients or others to be engaged by Sub-recipient or placed by or on behalf of Sub-recipient, Sub-recipient shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.

Section 7. CHOICE OF LAW AND FORUM

This contract shall be deemed made in Guilford County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Section 8. ASSIGNMENT, SUCCESSORS AND ASSIGNS

Without the City's written consent, the Sub-recipient shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the City otherwise agrees in writing, the Sub-recipient and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Sub-recipient's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Sub-recipient the right to assign, it is agreed that the duties of the Sub-recipient that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Section 9. RECORDS AND REPORTS

Sub-recipient shall maintain records and other documentation accounting for the use of the JAG Funds as required by the Department of Justice and as outlined by the office of Management and Budget for the Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation Funds. Such records may be reviewed by the Recipient at any time upon request.

Section 10. COMPLIANCE WITH LAW

In performing all of the Work, the Sub-recipient shall comply with all laws and regulations which may apply to the performance of Sub-recipient's duties in the Agreement.

Sub-recipient shall use JAG Funds solely for activities authorized by and in accordance with all Federal laws and regulations as set forth in the Program Solicitation, attached hereto as Exhibit "B".

Section 11. COMPLIANCE WITH CITY POLICY

In performing all of the Work, the Sub-recipient shall comply with the Greensboro Police Department's Policy for Monitoring Sub-recipient Agencies Receiving Grant Funds, attached hereto as Exhibit "C".

Section 12. SUSPENSION AND TERMINATION

City, in its sole discretion, may terminate the Agreement in whole or in part if City determines that said termination is in its best interest. Termination or suspension of this agreement may occur if Sub-recipient materially fails to comply with any terms of this Agreement or the conditions set forth herein. Any such termination shall be effected by the delivery to Sub-recipient of a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by City under this Section, all obligations of either party which remain executor are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Sub-recipient shall promptly deliver to City all goods, items and documents for which City has paid under this Agreement which have not been delivered at termination as if this Agreement had not been terminated. City shall pay in full for all goods, services completed and expenses incurred by Sub-recipient up to and until the time of termination.

Section 13. EVENTS OF DEFAULT

Any of the following shall constitute an "Event of Default" hereunder:

The failure of Sub-recipient to perform any of the terms and conditions of this Agreement or any other document required under this Agreement;

The failure of Sub-recipient to furnish from time to time, at Recipient's request, financial information or other records required by Recipient; or

The failure of Sub-recipient to use by September 30, 2026 the JAG funds for approved uses in implementing the approved project.

Section 14. INDEMNIFICATION

The Recipient and Sub-Recipient agree that each party shall not be legally nor financially responsible for any claims, losses, damages, liabilities, costs, expenses, or obligations that arise or result from the actions of the other party in performance of the services of this agreement. To the extent allowed by law, the Recipient and Sub-Recipient shall only be legally or financially responsible for claims, damages, losses, liabilities, costs, obligations, and expenses incurred or resulting from their own respective actions or those actions of their own respective employees, or its agents in the performance of this agreement.

Section 15. NO THIRD PARTY RIGHT CREATED

This Agreement is intended for the benefit of City and Sub-recipient and not any other person.

Section 16. MODIFICATION

Further modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law.

THE UNDERSIGNED, as authorized representative on behalf of the Recipient or the Sub-recipient, have executed this Agreement, which shall be effective as of the date first written above.

Department Head Recommendation Authorization
John Thompson, Chief of Police

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

Deputy Finance Officer

APPROVED AS TO FORM:

City Attorney

CITY OF GREENSBORO
AUTHORIZATION

ATTEST:

BY _____
Assistant City Manager

City Clerk

ATTEST:

CITY OF HIGH POINT

City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney

Exhibit “A”

September 22, 2023

Dear Christian Wilson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF GREENSBORO for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$318,541.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Exhibit "B"
Federal Laws and Regulations

Federal Authorization

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Administrative Requirements, Cost Principles & Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from OJP.

Financial Oversight

The recipient agrees to comply with the DOJ Grants Financial Guide, including any updated version that may be posted during the period of performance. (<https://ojp.gov/financialguide/DOJ/index.htm>)

OJP expects that all (or virtually all) awards made in FY 2023 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations. (<https://www.ojp.gov/funding/explore/legaloverview2023/mandatorytermsconditions#1>)

- Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements
- Applicability of Part 200 Uniform Requirements
- Compliance with DOJ Grants Financial Guide
- Reclassification of various statutory provisions to a new Title 34 of the United States Code
- Required training for Grant Award Administrator and Financial Manager
- Requirements related to "de minimis" indirect cost rate
- Requirement to report potentially duplicative funding
- Requirements related to System for Award Management and Universal Identifier Requirements
- Employment eligibility verification for hiring under the award
- Requirement to report actual or imminent breach of personally identifiable information (PII)
- All sub-awards ("sub-grants") must have specific federal authorization
- Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000
- Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- Determination of suitability to interact with participating minors
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- Requirement for data on performance and effectiveness under the award
- OJP Training Guiding Principles
- Effect of failure to address audit issues
- Potential imposition of additional requirements
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
- Restrictions on "lobbying"

- Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)
- Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards
- Reporting potential fraud, waste, and abuse, and similar misconduct
- Restrictions and certifications regarding non-disclosure agreements and related matters
- Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- Encouragement of policies to ban text messaging while driving
- Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

Exhibit "C"

**GREENSBORO POLICE DEPARTMENT POLICY FOR MONITORING
SUB-RECIPIENT AGENCIES RECEIVING GRANT FUNDS**

- **Oversight** - The City of Greensboro will maintain regular communication with sub-recipients and make appropriate inquiries concerning program activities.

The City of Greensboro will review quarterly financial and performance reports, along with required supporting documentation, submitted by the sub-recipient. This information must be submitted by sub-recipients to the City of Greensboro by the 15th of the following month, post the end of a quarter (i.e. October- December). The performance report should include milestones achieved or to be achieved, any significant problems, issues or concerns, timely accomplishments and delays, and actual cost incurred compared to budget line items with variances explained. Additional back-up documentation may be requested to support program and financial reports.

The City of Greensboro may complete periodic onsite monitoring of sub-recipients in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipients will be monitored as required by the grant or at least annually; or more frequently if circumstances or program guidance warrants. These visits will be scheduled in advance; a list of testing items will be provided.

A written report will be completed for all formal site visits. Non-compliance and/or recommendations will be documented and the sub-recipient must resolve and correct findings timely and effectively.

- **Program monitoring-** Program monitoring will include, but not be limited to, discussion concerning the program operation, any problems or concerns associated with the program, and verification of information reported on the program monthly/quarterly reports/close out reports. Programs providing direct client services are subject to client file review, and should maintain appropriate releases of information to allow. Sample listing of information that may be reviewed programmatically:

1. Inventory control listing for equipment
2. Tags/labels on equipment
3. Local procurement/purchasing policy
4. Internal controls
5. Program reporting
6. Travel policy
7. Personnel policy

- **Financial monitoring-** Financial monitoring will include, but not be limited to, comparison of recipient/sub-recipient financial reports with general ledgers to determine that claimed expenses have been charged to the proper accounts and that proper documentation exists to support claims for personnel, travel, etc., and that equipment, if purchased, has been inventoried and is being used for the stated purpose. Additionally, the agency's overall financial internal controls and policies and procedures may be reviewed and recommendations made if appropriate or necessary. Sample listing of information that may be reviewed financially:

1. Purchase order/requisition
2. Invoices/receipts from vendor
3. Bid/quote records
4. Sole source letters, where applicable

5. Cash management
6. Financial reporting

- ❑ **Timely response to written requests from City staff** - All written requests from City staff shall be responded to by the Contractor in writing within two (2) weeks of receipt. Responses shall be complete, or for items that have extenuating circumstances, such as requiring board meetings or approval, the agency will provide the City, within the two week period, an outline of the process and timeline needed to provide the complete information requested. Under extenuating circumstances, full responses shall be submitted within 45 days from date of request or a date agreed to by Greensboro Police Department Fiscal Management staff.
- ❑ **Record-Keeping Guidelines** - Record-keeping as prescribed by contracts will be strictly followed, and records will be kept in retrievable, reviewable, safe, and auditable condition for at least three (3) years from the date of final closeout notification. If any litigation, claim, negotiation, audit or other action involving these records is initiated during the 3-year period, the records should be kept until completion of such action. These records should be easily located and should be properly protected against fire or other damage.
- ❑ **Commingling of Funds Prohibited** - Contracts with recipients of City funds require that City of Greensboro funds provided to the entity for services or activities to be performed be maintained in a bank account or general ledger account that is clearly separate and distinguishable from other fund accounts or a separate bank account at the discretion of the organization. The City reserves the right to inspect fund accounts at any time to ensure compliance. Funding will be suspended to any organization found to be in non-compliance. Appropriate legal action will be taken as necessary.
- ❑ **City's Right to Visit Fund Recipients and Monitor for Compliance** - The City will enforce Zero Tolerance regarding fund recipients who refuse to comply with monitoring and auditing visit requests. The following actions will be taken:
 1. Funding will be immediately suspended if the agency refuses the visit or access to financial/program records.
 2. Legal remedies will be sought as appropriate
- ❑ **Audit Requirements** – Sub-recipients must obtain and submit a copy of the required audit to the City of Greensboro within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify the City of Greensboro of any audit findings related to the sub-award.

The City of Greensboro may use the information in the Federal Audit Clearinghouse Database as evidence to verify that the required audit was performed and that the sub-recipient had no audit findings. In cases of continued inability or unwillingness of a sub-recipient to have the required audits conducted, the City of Greensboro shall take appropriate action by using sanctions as prescribed in OMB Circular A-133.

All grant expenditures must be reported in the Comprehensive Annual Financial Report's (CAFR) Schedule of Expenditures of Federal and State Awards or sub-recipient's year-end financial report if a CAFR is not required for the agency

- ❑ **Swift Resolution of Contract or Audit Compliance Issues** - Upon a finding of non-compliance with contract terms or with audit requirements, appropriate City of Greensboro and/or Greensboro Police Department Fiscal Management staff will issue a certified letter, return receipt requested, to the Authorizing Official of the non-compliant fund recipient. The letter will clearly document the issues of non-compliance. The fund recipient will have thirty (30) days from receipt of the certified letter to present to the appropriate City official evidence of resolution of all documented compliance issues unless other official documents specify an alternate remedy. Within thirty (30) days of the receipt of the fund recipient's response, the City

Official will notify the respondent as to whether the issues have been resolved to the City's satisfaction. All City of Greensboro funding will be suspended until compliance issues are resolved to the satisfaction of the City of Greensboro.

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

**BETWEEN THE CITIES OF GREENSBORO, NC; HIGH POINT, NC; AND
THE COUNTY OF GUILFORD, NC**

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Grant Year 2023; Award Date - September 22, 2023; Effective Date – October 1, 2022

THIS AGREEMENT is hereby effective the 1st day of October, 2022 by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS; the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, CFDA #16.738, is the primary provider of federal criminal justice funding to States and units of local government;

WHEREAS; the JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2023 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS; awards of at least \$25,000 or more are four years in length with an award period of October 1, 2022 through September 30, 2026;

WHEREAS; each governing body, award recipients and sub-recipients (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303;

WHEREAS; each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS; each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement;

WHEREAS; under this award, as defined by the legislation, a disparity exists between the funding eligibility of the county and its associated municipalities. In this instance, the COUNTY and the CITY OF GREENSBORO and the CITY OF HIGH POINT are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds four hundred percent of the county's award amount. Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used;

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **\$318,541** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

Section 1.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **\$52,992** in JAG funds. (Original award \$66,240 less 20% disparity amount of \$13,248 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **\$79,326** in JAG funds. This is calculated as the original award of \$19,523 plus 20% disparity totaling \$59,803 from other two agencies (\$46,555 from the CITY OF GREENSBORO and \$13,248 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **\$186,223** in JAG funds. (Original award \$232,778 less 20% disparity amount of \$46,555 given to GUILFORD COUNTY).

Section 4.

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. However, all three jurisdictions are now NIBRS compliant and no set-aside is required unless otherwise stated by the granting agency.

Section 5.

Each party agrees to use the allocated JAG funds for purposes consistent with the grant program until they are expended.

Section 6.

The parties to this Agreement will seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via the CITY OF GREENSBORO serving as the lead administrator/fiscal agent.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

This Agreement may only be terminated as to any party, by that party's un-incorporation or written notice to each of the other parties sixty (60) days prior to the requested termination.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11.

The terms of this Agreement may only be amended with a written Contract Amendment executed by the Parties.

Section 12.

This Agreement is subject to the jurisdiction and laws of the State of North Carolina.

Section 13.

This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged within and extinguished.

IN WITNESS WHEREOF, the parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

Chief of Police

Finance Director

City Attorney

City Manager

ATTEST:

City Clerk

CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

Chief of Police

Deputy Finance Director

City Attorney

City Manager

ATTEST:

City Clerk

GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

Sheriff's Office Representative

County Manager

ATTEST:

County Clerk

Legal Notice/Notice of Public Hearing

Notice is hereby given in compliance with the U.S. Department of Justice (D.O.J.) Bureau of Justice Assistance (BJA) for funding authorized through the 2023 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Local Solicitation: a public hearing will be held before the High Point City Council, considering the High Point Police Department's award of \$52,992. The J.A.G. Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 -10158); see also 28 U.S.C. 530C(a). A four-step statutory formula determines award allocations.

The High Point Police Department proposes using the 2023 J.A.G. funding of \$52,992 to pay a portion of the annual Municipal Lease agreement with Motorola Solutions for WatchGuard 4RE/VISTA In-car camera / body-worn camera systems to be utilized by first responders for \$1,380,436.

Funding will be presented to the High Point City Council in the form of a public hearing to receive public comments on Monday, May 06, 2024, at 5:30 p.m. in the 3rd Floor Council Chambers at 211 S. Hamilton Street High Point, NC 27262. Anyone who wants to comment on this matter can do so once the public hearing is open.

Justice Assistance Grant

The Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Program is the primary provider of federal criminal justice funding to states and units of local government. J.A.G. funds may be used for state and local initiatives to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The J.A.G. program allows local agencies to prioritize and place justice funds where needed most. Awards are made in the first fiscal year of the appropriation and may be expended during the following three years. <https://bja.ojp.gov/program/jag/overview>



City of High Point

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

Master

File Number: 2024-161

File ID: 2024-161

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Purchase from A Lot Media
City Council is requested to consider a sole source purchase from A Lot Media in the amount of \$51,735 for updated digital rate boards to replace outdated rate and car count signage for three City owned parking decks and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: A LOT Media Digital Rate Boards

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Purchase of Digital Rate Boards from A LOT MEDIA for Three City Parking Decks	
FROM: Greg Venable, Transportation Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Sole Source Form A Lot Media Quote	

PURPOSE: Purchase of updated digital rate boards to replace outdated rate and car count signage.

BACKGROUND: Digital boards from A Lot Media provide digital dynamic rates, car counts in real time, digital messaging/information, and digital and static advertising. These boards have multiple uses but are specifically designed for adding value to parking facilities. This product offers customization and the ability to add an additional revenue stream with advertising that would be a major asset to our parking customers and the city. These rate boards will be installed at all three City of High Point Parking Decks at a total cost of \$51,735. No other vendor offers the ability to combine the car count and rate information with messaging and/or advertising on one digital board. Advertising can also be displayed in a digital static image or as a video that can be played on the screen. These units can play videos from several advertisers in sequence, which only increases revenue potential.

BUDGET IMPACT: Funding is available in the FY23/24 budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends approval of the purchase of digital rate boards from A Lot Media at a total cost of \$51,735 for three City owned parking decks and to allow appropriate city staff or officials to execute all necessary documents.

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Greg Venable
Date: 2024.03.28 08:14:05 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.04.17 16:51:04 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.04.18 09:26:05 -04'00'

City Council (\$30,000 – Up)



A Lot Media

85 N 3rd St Apt 309
Brooklyn, NY 11249
jonah@alotmedia.com



ADDRESS

Johnn James
City of High Point, NC
120 W Commerce Ave
PO Box 230
High Point, NC 27261
United States

SHIP TO

Johnn James
City of High Point, NC
120 W Commerce Ave
PO Box 230
High Point, NC 27261
United States

Estimate 1030

DATE 03/07/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Full Outdoor 65" Wall Mount- ip67	Full Outdoor 65" Wall Mount	2	12,499.00	24,998.00
	Full Outdoor 32" Kiosk	Full Outdoor 32" Kiosk	3	6,999.00	20,997.00
	Annual SaaS Standard	<p>Software Updates Enabled Remote Management Enabled Network Management Enabled</p> <p>Content Management System (Device Hub) Regional and Location tier log-ins. Store, upload, organize, schedule, and trigger device content.</p> <p>Customer Support Guaranteed response within 2 business days.</p> <p>Warranty Standard 12-month warranty from date of delivery.</p> <p>Asset Creation & Management Services ALM to create, upload, save, schedule, and organize media assets upon initial set up.</p>	5	660.00	3,300.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Shipping & Handling	Shipping & Handling FROM: Maimi, FL TO: High Point, NC Loading Dock Present (Y or N): N Lift Gate (Y or N): Y Inside Delivery (Y or N): Y Schedule Delivery Date & Time (Y or N): N	1	2,440.00	2,440.00

- SaaS is billed annually on the purchase anniversary date
- Does NOT include install
- Shipping is an estimate based on attributes indicated

SUBTOTAL 51,735.00

TAX 0.00

TOTAL \$51,735.00

Accepted By

Accepted Date



City of High Point

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

Master

File Number: 2024-157

File ID: 2024-157

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration of a Resolution Authorizing a Grant Agreement with the North Carolina Department of Transportation
City Council is requested to consider a Resolution Authorizing a Grant Agreement with the North Carolina Department of Transportation to provide funding in the amount of \$1,700,000 for FY 2024 Furniture Market transportation services and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution - NCDOT Grant Agreement

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Furniture Market Transportation Grant Agreement	
FROM: Greg Venable	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Award Letter Authorizing Resolution	

PURPOSE: Consider a resolution authorizing a Grant Agreement with the North Carolina Department of Transportation (NCDOT) to provide funding for the FY2024 Furniture Market transportation services.

BACKGROUND: The North Carolina Department of Transportation, Public Transportation Division annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets. The grant agreement provides \$1,700,000 in funding to assist with transportation services for the October 2023 and April 2024 Furniture Markets.

BUDGET IMPACT: This item is a pass-through item and has a neutral impact on the City's FY2024 budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that City Council approve the grant agreement with NCDOT and authorize the appropriate city staff or officials to execute all necessary documents.

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

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

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the biennial Furniture Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **up to \$1,700,000** of the cost of the above described project;

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

.....
I, **Sandra Keeney, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt of the minutes of a meeting of the **High Point City Council** duly held on the **6th** day of **May, 2024**.

Signature of Certifying Official



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

March 21, 2024

Ms. Tasha Logan-Ford, City Manager
City of High Point
P. O. Box 230
High Point, North Carolina 27261

RE: FY24 Demonstration Grant Program
Project No.: 24-DG-113
WBS Element No.: 36223.13.16.2
Period of Performance: 7/1/2023 – 6/30/2024

Dear Ms. Logan-Ford:

On March 7, 2024, the Board of Transportation approved your organization's request for an FY24 Demonstration Grant in the amount of \$1,700,000. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

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

Sincerely,

A handwritten signature in cursive script that reads "Brennon Fuqua".

Brennon Fuqua
Interim Director

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

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

Website: ncdot.gov

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

March 21, 2024

Ms. Tasha Logan-Ford, City Manager
City of High Point
P. O. Box 230
High Point, North Carolina 27261

RE: FY24 Demonstration Grant Program
Project No.: 24-DG-113
WBS Element No.: 36223.13.16.2
Period of Performance: 7/1/2023 – 6/30/2024

Dear Ms. Logan-Ford:

On March 7, 2024, the Board of Transportation approved your organization's request for an FY24 Demonstration Grant in the amount of \$1,700,000. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

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

Sincerely,

A handwritten signature in cursive script that reads "Brennon Fuqua".

Brennon Fuqua
Interim Director

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

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

Website: ncdot.gov

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
and
CITY OF HIGH POINT**

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
DEMONSTRATION GRANT PROGRAM**

State Award Identification

NCDOT Program Number: **DOT-11**
Application Number: **1000020720**
Agreement Number:
NCDOT Project Number: **24-DG-113**
Indirect cost rate: **NA**
Unique Entity Identifier (UEI)
Number: **UVJAHE7H36N6**

Total amount of Award: **\$1,700,000**
 State: \$1,700,000
 Local: \$0

Award Period of Performance
 Start Date: July 1, 2023
 End Date: June 30, 2024

.....
State Funded Programs:

- Advanced Technology Program (AT)**
- Demonstration Grant Program (DG)**
- Coordination (CO) / Consolidated (CN) for Regional Service Program (ConCPT)**
- Rural State Operating Program (RO)**
- Rural State Capital Program (RC)**
- Transit Demand Management Program (TDM)**
- Ride Share Program (RS)**
- Traveler's Aid Program (TA)**
- Urban State Match Program (UM)**

THIS AGREEMENT made this the ____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF HIGH POINT**, (acting in its capacity as the grant recipient hereinafter referred to as the "Grantee" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. 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.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2023 to June 30, 2024**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Grantee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. The City of High Point will support transportation for the annual Fall and Spring furniture markets in High Point and will disburse up to \$850,000 for each market subject to appropriations by the legislature.**
- b. The Grantee shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.**

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE MILLION SEVEN HUNDREDED THOUSAND DOLLARS (\$1,700,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Grantee hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department’s maximum (State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Grantee which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.16.2	\$1,700,000	\$0	\$1,700,000	\$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,700,000	\$0	\$1,700,000	\$0

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Grantee for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Grantee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State’s grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project’s reporting period. Any Grantee that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Grantee requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Grantee Funds.** Prior to reimbursement, the Grantee shall provide the Department with proof that the Grantee has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Grantee.
- d. Operating Expenditures.** In order to assist in financing the operating costs of the project, the Department shall reimburse the Grantee for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures.** The Grantee shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Grantee in excess of these rates shall be borne by the Grantee.
- f. Allowable Costs.** Expenditures made by the Grantee shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Grantee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Grantee understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Grantee before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The grantee understands and agrees that payment to the grantee on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the grantee of the terms of this Agreement. The grantee acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the grantee is not entitled to receive any portion of the Federal or State assistance the grantee has requested or provided, the Department will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Grantee.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Grantee's Responsibility to Pay. Upon notification to the Grantee that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Grantee agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Grantee to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Grantee agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Grantee shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Grantee shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Grantee and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Grantee, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Grantee agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Grantee.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Grantee shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F, "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E, "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Grantee agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The grantee agrees to file with the Department a copy of the grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The grantee's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the grantee.

Prohibition on Bonus or Commission Payments

The Grantee affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Grantee shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Grantee acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Grantee agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Grantee agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Grantee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Grantee agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Grantee agrees to maintain continuing control of the use of Project property. The Grantee agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Grantee further agrees to notify the Department immediately when any Project property is withdrawn from Project use

or when any Project property is used in a manner substantially different from the representations the Grantee has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Grantee shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Grantee shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Grantee shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Grantee shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Grantee shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Grantee pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Grantee shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Grantee shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Grantee shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Grantee's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Grantee agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Grantee. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Grantee shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Grantee agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Grantee's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Grantee understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Grantee agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Grantee 's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Grantee agrees that Project closeout by the Department will not change the Grantee's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Grantee shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Grantee shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Grantee to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Grantee agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Grantee terminate the Agreement without the concurrence of the Department, the Grantee shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Grantee agrees that the Department may require repayment from the

Grantee of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Grantee has already received under this Agreement.

18. Civil Rights

- a. Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.
- b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, but
 - (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and

- (c) Federal transit law, specifically 49 U.S.C. § 5332, and
- (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note,), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
 - (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,

- 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
 - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
 - (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 *Fed. Reg.* 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
 - (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.
 - (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
 - (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
 - (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in

TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
- (a) Recipient Assurance. The Recipient agrees and assures that:
 - 1 It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts,
 - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Grantee agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,
 - 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
 - 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated

damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

- (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*
- f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:
- (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:
- (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age,
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625,
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance,
 - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
 - (5) Federal transit law, specifically 49 U.S.C. § 5332.
- h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:

- 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
- 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
 - (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194,
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609,
 - (k) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
 - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections

- of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 *Fed. Reg.* 50121,), and
 - (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005.
- k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

20. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina.

21. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

22. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, postal address, street address,

telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Grantee:

Name: Angela W Wynes

Title: Transit Manager

Agency: City of High Point

Address: 716 W Martin Luther King Jr Dr

Email: angela.wynes@highpointnc.gov

Phone: 336.883.3062

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Grantee by and through a duly authorized representative and is effective the date and year first above written.

CITY OF HIGH POINT

GRANTEE'S FEDERAL TAX ID NUMBER: 56-6000231

GRANTEE'S FISCAL YEAR END: **JUNE 30, 2024**

BY:

TITLE: **CITY MANAGER**

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE: **DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 24-DG-113
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 7/1/2023

PROJECT SPONSOR: CITY OF HIGH POINT
 PROJECT DESCRIPTION: FY24 DEMONSTRATION GRANT PROGRAM

I. TOTAL PROJECT EXPENDITURES					
DEPARTMENT - 4522 OPERATING -	36223.13.16.2				\$1,700,000
PERIOD OF PERFORMANCE JULY 01, 2023- JUNE 30, 2024					
II. TOTAL PROJECT FUNDING					
		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
4522-OPERATING	36223.13.16.2	100%	0%	100%	0%
AGREEMENT #		\$1,700,000	\$0	\$1,700,000	\$0
TOTAL		\$1,700,000	\$0	\$1,700,000	\$0

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 24-DG-113
SPONSOR: CITY OF HIGH POINT
WBS: 36223.13.16.2

<u>DEPARTMENT 4522 - OPERATING</u>		APPROVED
<u>OBJECT</u>	<u>TITLE</u>	<u>BUDGET</u>
G399	Other Charges	1,700,000
TOTAL OPERATING		\$ 1,700,000



City of High Point

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

Master

File Number: 2024-159

File ID: 2024-159

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration to Authorize the Write-off of Delinquent Utilities Accounts Receivables & Miscellaneous Accounts
City Council is requested to authorize the Financial Services Director to write-off \$833,129 for original utilities billings and miscellaneous accounts through the fiscal year 2019-2020.

Notes:

Sponsors:

Enactment Date:

Attachments: Utility Write Off - 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Authorize Write-off of Delinquent Utilities & Miscellaneous Accounts Receivable	
FROM: Bobby Fitzjohn, Financial Services Director Jeremy Coble, Customer Service Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: History of Utilities Receivables Write-offs	

PURPOSE: The Financial Services and Customer Service Departments recommend that the City Council authorize them to write-off the delinquent utilities and miscellaneous accounts receivable remaining from Fiscal Year 2019-2020 from the general ledger for accounting purposes.

BACKGROUND: It is the City’s practice to write-off uncollected utility and miscellaneous accounts when they become three years old. The City’s accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments to the balance sheet. Although these amounts are being written off the City’s accounting records, the Customer Service Department continues to make efforts to collect these debts via a variety of methods, including our outstanding successes through the NC Debt Setoff Program in connection with our partnership with the NC Department of Revenue which has collected over \$5,147,612 in outstanding utility debts since we began that program in 2002.

At the recommendation of Financial Services staff, the Public Services Department has changed its credit and billing practices at the landfill and recycling centers which is now reducing any larger balances outstanding for that business line. City staff is also requesting the write-off of unpaid returned checks that have not been able to be processed otherwise.

Utility Billings	\$831,261
Landfill fees	1,553
Returned checks	115
Miscellaneous AR	200
Total	<u>\$833,129</u>

BUDGET IMPACT: These amounts have already been “reserved” at 100% of their value during the audit for fiscal year June 30, 2023. There is no additional impact for the procedural approval to write these amounts off for accounting purposes. Recoveries of prior amounts written off are recognized as income for collections of prior accounts receivable charged off. The City’s Customer Service Department’s efforts maintained an impressive collection effort which averaged 99.63% for this past year.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to authorize the Financial Services Director to write-off \$833,129 for original utilities billings and miscellaneous accounts through the fiscal year 2019-2020.

City of High Point
Historical Utilities Charge-Offs

DATE	FISCAL YR	CHG'D OFF AMT	PERCENTAGE	BILLINGS
6/30/1987	1983-1984	\$105,107.75	0.275	\$38,288,424.88
6/30/1988	1984-1985	\$114,691.42	0.260	\$44,088,136.22
6/30/1989	1985-1986	\$174,916.41	0.419	\$41,719,428.08
6/30/1990	1986-1987	\$231,105.92	0.439	\$52,587,284.13
6/30/1991	1987-1988	\$167,740.45	0.300	\$55,868,789.86
6/30/1992	1988-1989	\$175,247.40	0.305	\$57,415,634.87
6/30/1993	1989-1990	\$171,290.09	0.285	\$60,046,327.21
6/30/1994	1990-1991	\$176,895.35	0.271	\$65,267,674.68
6/30/1995	1991-1992	\$175,309.67	0.255	\$68,882,417.05
6/30/1999	1995-1996	\$337,946.82	0.384	\$88,030,891.21
6/30/2000	1996-1997	\$244,765.83	0.285	\$85,744,208.77
6/30/2001	1997-1998	\$249,765.83	0.262	\$95,470,156.98
6/30/2002	1998-1999	\$218,381.33	0.228	\$95,526,975.82
6/30/2003	1999-2000	\$172,092.40	0.163	\$105,820,760.30
6/30/2004	2000-2001	\$177,065.01	0.165	\$107,496,977.06
6/30/2005	2001-2002	\$222,393.40	0.203	\$109,521,564.33
6/30/2006	2002-2003	\$223,780.98	0.191	\$117,220,626.71
6/30/2007	2003-2004	\$263,789.81	0.220	\$119,847,582.87
6/30/2008	2004-2005	\$413,510.26	0.341	\$121,248,738.27
6/30/2009	2005-2006	\$349,965.32	0.261	\$134,296,214.52
6/30/2010	2006-2007	\$400,146.77	0.297	\$134,587,635.64
6/30/2011	2007-2008	\$492,965.82	0.342	\$143,939,788.84
6/30/2012	2008-2009	\$560,802.18	0.385	\$145,493,985.94
6/30/2014	2009-2010	\$619,747.81	0.412	\$150,487,134.99
6/30/2015	2010-2011	\$713,557.63	0.440	\$163,525,999.00
6/30/2016	2011-2012	\$618,098.00	0.380	\$163,930,969.00
6/30/2018	2012-2013	\$659,275.54	0.390	\$169,080,501.52
6/30/2018	2013-2014	\$1,288,689.87	0.740	\$176,375,391.00
6/30/2019	2014-2015	\$943,526.35	0.521	\$181,107,729.01
6/30/2020	2015-2016	\$906,983.01	0.489	\$185,368,859.46
6/30/2021	2016-2017	\$834,487.55	0.435	\$191,924,711.45
6/30/2022	2017-2018	\$826,487.89	0.426	\$193,929,724.09
6/30/2023	2018-2019	\$943,896.38	0.481	\$196,125,204.49
6/30/2024	2019-2020	\$831,261.39	0.433	\$191,817,629.07



City of High Point

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

Master

File Number: 2024-165

File ID: 2024-165

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/29/2024

File Name:

Final Action:

Title: Consideration of Master Agreements for Mechanical and Electrical Services
City Council is requested to consider Master Agreements for Mechanical and Electrical Services with ClearWater, Dixie Electro Mechanical Services, Harper General Contractors, Jordan Innovative Fabrication, Randall Supply, Tencarva, Troubleshooters, and Via Electric and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Master Agreements - Mechanical and Electrical Services

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Authorization and Approval for Master Agreements for Professional Services – Mechanical and Electrical Services	
FROM: Bobby Fitzjohn, Financial Services Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: February 14, 2024
ATTACHMENTS: N/A	

PURPOSE: The Financial Services Department recommends that the City Council approve the selection of eight (8) mechanical and electrical firms to provide such services for City departments on an as needed basis through five (5) year Master Agreements for Professional Services. These firms have varying areas of disciplines and/or areas of expertise.

BACKGROUND: On March 22, 2024, proposals were received from qualified consultants to provide professional services to support various City Departments. A Master Agreement for Professional Services (“Agreement”) will be entered in to with the selected consultant(s) to supply services in the following areas of work: mechanical, electrical, and recycling equipment maintenance at the City of High Point’s water treatment facility, wastewater treatment facilities, wastewater lift stations, material recovery facility, and any other facilities pertaining to Public Services or other City departments when required. Each time an engagement is needed, department personnel will have the opportunity to select from these consultants. Each time a consultant is engaged, the scope of work and fees will be negotiated, and a specific Task Order for Master Agreement for Professional Services will be executed.

Submittals were received from eight (8) qualified firms/consultants. A selection committee comprised of staff from Public Services reviewed the proposals and determined that all eight (8) firms/consultants were qualified to perform the required services. The firms have a varying range of disciplines to include mechanical, electrical, and recycling equipment maintenance. Based on the reviews and recommendations from the committee members, it is recommended that Master Agreements for Professional Services be entered into with each of the following firms/consultants:

ClearWater, Dixie Electro Mechanical Services, Harper General Contractors, Jordan Innovative Fabrication, Randall Supply, Tencarva, Troubleshooters, and Via Electric.

BUDGET IMPACT: No additional impact. Funds are budgeted annually as well as in capital project ordinances when adopted.

CITY OF HIGH POINT

AGENDA ITEM



RECOMMENDATION/ACTION REQUESTED: City Council is requested to authorize the City Manager and the appropriate city officials to execute Master Agreements for Professional Services with ClearWater, Dixie Electro Mechanical Services, Harper General Contractors, Jordan Innovative Fabrication, Randall Supply, Tencarva, Troubleshooters, and Via Electric.



City of High Point

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

Master

File Number: 2024-158

File ID: 2024-158

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration of a Budget Ordinance Amendment
City Council is requested to consider a Budget Ordinance Amendment to appropriate funds from Guilford County for the acquisition of land at the former PERCO site.

Notes:

Sponsors:

Enactment Date:

Attachments: Budget Ordinance Amendment - PERCO Land Acquisition

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY OF HIGH POINT

AGENDA ITEM



TITLE: PERCO Land Acquisition – Budget Ordinance Amendment	
FROM: Stephen Hawryluk, Budget and Performance Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment	

PURPOSE: To appropriate funds from Guilford County for the acquisition of land at the former PERCO site.

BACKGROUND: The Guilford County Board of Commissioners has appropriated \$350,000 per year beginning in FY 2021-22 to be used as an economic assistance grant to support new development in the defined Catalyst Influence Area because of the multi-use stadium and entertainment venue. The grant shall not be used for debt service on the stadium.

In FY 2021-22, the funds were utilized for the Elm Street Plaza and Appling Way streetscape improvements.

The FY 2022-23 funds were allocated to assist with the land acquisition costs of the former PERCO site at 208 Lindsay Street. The budget for these funds was never appropriated.

The proposed budget ordinance amendment appropriates the FY 2022-23 allocation totaling \$350,000, as well as \$145,000 of the FY 2023-24 allocation, to assist in the land acquisition costs.

BUDGET IMPACT: A budget ordinance amendment appropriating \$495,000 from Guilford County is included with this item.

RECOMMENDATION/ACTION REQUESTED: The Budget and Evaluation Department recommends and requests that the City Council approve the budget ordinance amendment.

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE ACQUISITION OF LAND AT 208 LINDSAY STREET

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

Section 1. The proposed amendment appropriates \$495,000 from Guilford County to assist in the land acquisition costs at 208 Lindsay Street. The Guilford County Board of Commissioners has appropriated \$350,000 per year beginning in FY 2021-22 to be used as an economic assistance grant to support new development in the defined Catalyst Influence Area. This amount includes the FY 2022-23 allocation and a portion of the FY 2023-24 allocation.

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

(A) That the following General Capital Bond Projects Fund revenues be amended as follows:

Guilford County	\$495,000
-----------------	-----------

(B) That the following General Capital Bond Projects Fund expenditures be amended as follows:

Land Acquisition	\$495,000
------------------	-----------

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

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

Adopted by High Point City Council, this the 6th day of May 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-166

File ID: 2024-166

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/29/2024

File Name:

Final Action:

Title: Consideration of a Change Order #1 to PDC, Inc.
City Council is requested to consider Change Order #1 to PDC, Inc. in the amount of \$205,000.00 for unexpected infrastructure items in the Sensory Garden, approve the Capital Project Budget Ordinance, and authorize the appropriate City Official(s) to execute all necessary documents. This will increase the contract from \$759,758.00 to \$964,758.00.

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order - PDC, Inc. for Library Entrance and Sensory Garden

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Change Order #1 for PDC contract for Sensory Garden/Library Entrance Enhancements	
FROM: Mary Sizemore, Library Director	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Change order Capital Project Ordinance Amendment	

PURPOSE: To approve Change Order #1 to PDC, Inc. for the Library Sensory Garden and Library Entrance Enhancements project.

BACKGROUND: The Rotary Club of High Point selected the Sensory Garden as the 2020 centennial gift to the community and committed \$100,000 to the project as the naming sponsor. The High Point Public Library Foundation raised additional funds for a total of approximately \$620,000 for the Sensory Garden. A significant portion of funds raised by the Foundation will pay for sponsored Sensory Garden features not included in the PDC contract. City funds are budgeted for improvement to the library plaza.

City Council awarded a contract to PDC, Inc. in the amount of \$759,758 for the project on December 18, 2023. Additional funds are needed to address several unexpected infrastructure items in the Sensory Garden related to the installation of the primary water feature, live wall irrigation, addition of security cameras and lighting, creation of a construction entrance, and the addition of windscreens to protect library customers. The \$205,000 includes \$31,446 in contingency funds.

BUDGET IMPACT: A capital project ordinance amendment appropriating \$205,000 from Guilford County is included with this item. The Guilford County Board of Commissioners has appropriated \$350,000 per year beginning in FY 2021-22 to be used as an economic assistance grant to support new development in the defined Catalyst Influence Area.

RECOMENDATION/ACTION REQUESTED:

The Library Department recommends that the City Council approve Change Order #1 increasing PDC, Inc.’s contract in the amount of \$205,000 and approve the capital project ordinance amendment.

"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE LIBRARY PLAZA AND SENSORY GARDEN PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that,
pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the
following Capital Project Ordinance is hereby adopted:

- Section 1. Additional funds are needed to address several unexpected infrastructure items in the Sensory Garden project related to the installation of the primary water feature, live wall irrigation, addition of security cameras and lighting, creation of a construction entrance, and the addition of windscreens to protect library customers. The proposed ordinance amendment appropriates these funds, totaling \$205,000.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|-----------------|-----------|
| Guilford County | \$205,000 |
|-----------------|-----------|
- Section 3. The following amounts are appropriated for the Project:
- | | |
|---|-----------|
| Library Plaza and Sensory Garden Improvements | \$205,000 |
|---|-----------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 6th day of May 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney,
City Clerk

FINANCIAL SERVICES
Purchasing Division



This document will become a change order/supplement to the contract and all provisions will apply hereto:

Requested By: _____
(Architect)

(Date)

Recommended: _____
(Department Director)

(Date)

Accepted: _____
(Contractor)

(Corporate Seal)

(Date)

Approved: _____
(City of High Point)

(Date)

Approved: _____
(Finance Department)

(Date)





City of High Point

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

Master

File Number: 2024-160

File ID: 2024-160

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/26/2024

File Name:

Final Action:

Title: Consideration of a Bid Award to Digger Enterprises, Inc.
City Council is requested to award a bid to Digger Enterprises, Inc. in the amount of \$126,200 for cleanup and demolition costs for 208 N. Lindsay Street and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Award - Digger Enterprises, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Demolition and Cleanup of 208 N. Lindsay Street	
FROM: Greg Ferguson – Deputy City Manager	MEETING DATE: May 6, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quotes and services provided	

PURPOSE: To approve cleanup and demolition costs for 208 N. Lindsay Street site

BACKGROUND: The City of High Point is constructing a parking lot on the site and obtained quotes for the demolition of the building. The contractor with the lowest quote identified several additional items for cleanup, including asbestos and barrels of liquid and a tank of fuel oil. After state review, the demolition and cleanup is underway to meet the time deadlines for the new parking lot.

BUDGET IMPACT: Funds are available in the FY23-24 Budget in the amount of \$126,200.

RECOMMENDATION /ACTION REQUESTED: City Council is requested to approve demolition and cleanup costs, award the bid to Digger Enterprises, Inc. and authorize the appropriate City Official(s) to execute all necessary documents.

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101562	527101			126,200
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Reggie Hucks
Date: 2024.03.05 09:22:29 -05'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon
Date: 2024.03.05 10:08:15 -05'00' DATE:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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