

# CITY OF HIGH POINT

## AGENDA ITEM



<b>TITLE:</b> Consideration of a Contract with Triad Road Maintenance Company Inc.	
<b>FROM:</b> Greg Venable, Transportation Director	<b>MEETING DATE:</b> November 18, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> September 24, 2024 Purchasing BID # 2008-102424
<b>ATTACHMENTS:</b> Bid submittal By Triad Road Maintenance Company Inc. Bid Recommendation Form	

**PURPOSE:** Award a contract to a Triad Road Maintenance Company Inc. to perform long line striping and thermoplastic pavement marking on High Point maintained city streets.

**BACKGROUND:** The Signs and Marking Division in the Transportation Department is responsible for new installation and replacement of long line striping and thermoplastic pavement markings on city maintained public streets. Triad Road Maintenance Company Inc. holds the current contract and was the lone contractor to submit a bid during the informal bid process. The contract will be for three years with two one year extensions. The contract price is \$64,226.00 per year with a three year total of \$192,678.00. The amount submitted for this contract is only slightly higher that what was approved in 2019.

**BUDGET IMPACT:** Funds are included the 2024-25 Budget.

**RECOMMENDATION/ACTION REQUESTED:** City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line striping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents.



**INVITATION TO BID**  
**INFORMAL BID**

**BID # 2008-102424**  
**Thermoplastic Pavement Marking/Striping Services**

City of High Point  
Purchasing/Warehouse Division  
816 E Green Drive  
High Point, NC 27260  
Phone: 336-883-3222 Fax: 336-883-3248  
Candy Harmon, Purchasing Manager

<b>FORMAL BID NUMBER: <u>2008-102424</u></b>	<b>DATE: September 24, 2024</b>
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**BIDS DUE NO LATER THAN:**  
**Thursday, October 24, 2024**  
**By 2:00 PM**

<p><b>BUYER: Candy Harmon</b></p> <p><a href="mailto:candy.harmon@highpointnc.gov">candy.harmon@highpointnc.gov</a></p> <p><b>TELEPHONE: (336) 883-3222</b></p>	<p><b>Bid price shall be FOB Destination and include delivery to:</b></p> <p>City of High Point Transportation Division 211 S Hamilton Street High Point, NC 27261</p>
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**Bidder Information Form**

"This contract will be considered invalid if this page is not completed in full."

--PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK--

TRIAD ROAD MAINTENANCE CO INC.

Vendor Name (Include d/b/a information if applicable)

Entity Formation (check applicable):  Corporation  Limited Liability Company  Partnership  Sole Proprietorship  
 Limited Company  Limited Partnership

Ownership Category (check applicable):  Non-Minority  African American  Hispanic  Asian American  
 Socially & Economically Disadvantaged  Female  American Indian

225 Sims Rd.  
Principal Office Address (Per Secretary of State)

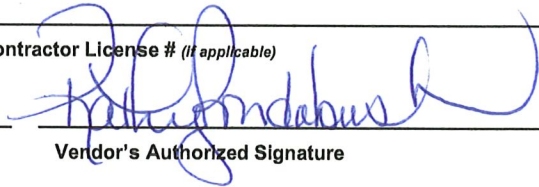
REIDSVILLE NC 27320  
City, State & Zip

triadroad@gmail.com 336-342-9946  
Email Address Telephone Number

Federal Tax ID #/Social Security #

General Contractor License # (if applicable)

KATHY BOUDABUSH, PRESIDENT



Print Name & Title of Person Signing on Behalf of Vendor

Vendor's Authorized Signature

\* By signing above the vendor acknowledges that terms and conditions associated with this bid have been read and accepted.

\* Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it WILL BE REJECTED.  
Late bids will NOT be accepted.

Offer valid for 60 days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales taxes shall not be included in the bid prices. Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261) and 816 East Green Drive., High Point, NC 27260.



**QUESTIONS**

All questions regarding this bid should be submitted in writing to Candy Harmon at [candy.harmon@highpointnc.gov](mailto:candy.harmon@highpointnc.gov) by **12:00 pm on October 3, 2024**.

**USE OF THIS BID DOCUMENT:**

Bids must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. If additional sheets are required, the bidder should make the necessary copies and insert them in the bid document or submit a separate bid document.

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

**BID SUBMISSION INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address the envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. All pages within this bid document are necessary parts thereof and shall not be detached, taken apart, or altered. All pages of this document must be included in your bid submittal or your bid may be considered non-responsive. Bids may be emailed to [candy.harmon@highpointnc.gov](mailto:candy.harmon@highpointnc.gov) prior to the Bid opening date and time.

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
Candy Harmon, Purchasing Manager Bid #2008-102424 City of High Point PO Box 230 High Point, NC 27261	Candy Harmon, Purchasing Manager Bid #2008-102424 City of High Point Warehouse/Purchasing 816 E Green Drive High Point, NC 27260

**BID TABULATIONS:** Bid Tabulations will be posted to the City's website <https://www.highpointnc.gov/Bids.aspx>. Bids will be publicly opened and bid tabulations will be posted within a couple of days of bid opening.

**TRANSPORTATION CHARGES:** FOB HIGH POINT, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE.

**AWARD CRITERIA:** As provided by Statute, award will be based on the lowest, responsible, responsive bid(s) - most advantageous to the City of High Point as determined by consideration of:

- Price
- Quality of products offered
- General reputation & performance capabilities of bidder
- Proven performance of equipment or goods offered
- Conformity with intent of specifications herein



- Bidder's previous performance in contract with the City
- Conformity with the terms and conditions of this Invitation for Bid
- Adequate availability of service and parts
- Delivery

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

The City reserves the right to award quantities greater or less than proposed based on funds and or need.

**SCOPE:** It is the intent of this Invitation for Bids to establish a vendor for Thermoplastic Pavement Marking/Striping Services for the Transportation Division.

**QUANTITY:** The quantities provided are based on current estimates of needs. It shall be understood and agreed that during the contract period quantities purchased may be more or less than the stated estimated quantities. The City shall not be obligated to purchase in excess of its normal requirements.

**MAKE AND MODEL:** Manufacturer's name and model/catalog numbers, if used, are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**SALES TAX:** Do not include Sales Tax bid price. Sales tax shall be added to invoice and will be paid at time of invoice payment.

**VENDOR REGISTRATION:** In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website <https://fdmz.highpointnc.gov/Forms/VendorApplication>

**NC SECRETARY of STATE REGISTRATION:** If your company is organized (i.e. incorporation, LLC, etc.) and you are the SUCCESSFUL bidder, registered with the [NC Secretary of State](https://www.sosnc.gov/divisions/business_registration), [https://www.sosnc.gov/divisions/business\\_registration](https://www.sosnc.gov/divisions/business_registration)

# SPECIFICATIONS

## Bid 2008-102424

### Thermoplastic Pavement Marking/Striping Services

#### **GENERAL DESCRIPTION**

This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point. All work and materials shall meet the requirements of the Contract and these Special Provisions thereof, the applicable standards and specifications of the City of High Point, the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* and *Roadway Standard Drawings* (January 2024), and the current *Manual of Uniform Traffic Control Devices* (MUTCD), published by the Federal Highway Administration.

#### **TERM OF CONTRACT**

The term of the contract will be for a three-year period beginning November 1, 2024, and ending October 31, 2027. The contract may be extended by mutual agreement between the City and the Contractor for up to two additional one-year periods thereafter (without adjustments to unit prices). The City reserves the right to terminate this Contract at any time.

#### **QUANTITY**

200,000 linear feet of single 4" painted pavement marking lines. Thermoplastic Pavement Markings per estimates on Proposal Form. The quantities indicated herein are estimates only. It shall be understood and agreed that the City may purchase more or less than the estimated quantities during the contract period. The City shall not be obligated to purchase in excess of its normal requirements.

#### **LIABILITY INSURANCE**

The Contractor shall be required to show proof of insurance for General Liability and Workmen's Compensation as shown in the attached Instructions to Bidders. Insurance shall be obtained from an insurance company duly authorized to do business in North Carolina. A Certificate of Insurance must be provided prior beginning work.

#### **REFERENCES**

Only bids from companies established in performing this type of service and qualified to handle accounts of this size will be considered. Prior to award, the City of High Point reserves the right to investigate a bidder's ability to fulfill the requirements of the Contract.

#### **AWARD CRITERIA**

As provided by Statute, the award will be based on the lowest responsive and responsible bid received by the City of High Point, and in conformance with the intent of specifications, terms and conditions state herein and included by reference.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.



### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Transportation Director of the High Point Department of Transportation acting directly or through his duly authorized representatives (HPDOT Signs & Markings Maintenance Staff).

The Engineer will decide all questions which may arise as to the quality and acceptability of the work performed, the interpretation of the Contract and project specifications and special provisions, whether stated explicitly or by reference, and to the fulfillment of the Contract on the part of the Contractor. Decisions rendered shall be the final and he shall have authority to enforce and make effective such decisions and orders on behalf of the City.

### **SUPERVISION BY CONTRACTOR**

At all times during the project the Contractor shall provide a competent employee who shall have authority and responsibility for the project. This person must be able to direct and manage other employees and make decisions on the Contractor's behalf.

### **CONTRACT TIME, NOTIFICATION AND LIQUIDATED DAMAGES**

The Contractor will have ten (10) days from the date of notification to complete each set of markings identified and requested by the City. Notification may be sent via electronic mail, facsimile, U.S. Mail, or hand delivery. No extensions will be authorized except by the Engineer.

Liquidated damages for work not completed by the contract expiration date shall be Five Hundred Dollars (\$500.00) per calendar day.

### **CLAIMS FOR ADDITIONAL COMPENSATION OR TIME EXTENSIONS**

A claim for additional compensation and/or time extensions must be submitted in writing to the Engineer. Compensation for work and materials outside of this scope of services will not be considered. Requests for time extensions must be supported by valid reasons for unavoidable delays incurred by the Contractor.

No changes to the terms and conditions of this Contract will be made if an extension is granted. The Engineer will notify the Contractor in writing regarding acceptance or rejection of an extension.

### **WORKING CONDITIONS**

Work is restricted to daylight hours, and the Engineer must be notified and approve of any weekend work at least one (1) week (5 business days) in advance. Work shall only be performed when weather and visibility conditions are conducive to the successful placement markings and safe construction practices.

### **DAMAGES**

The Contractor is responsible for repairing all damages his organization causes to any City and/or State property during the performance of the Contract.

The Contractor will ensure that that any area disrupted by construction is cleaned, leveled and re-seeded in compliance with City specifications. The Contractor shall avoid driving across or parking on sidewalks, grass or other non-vehicular areas. Where vehicular access cannot be avoided, the Contractor shall be responsible for repairing these areas to the City's satisfaction.

Access to private properties (outside the public rights-of-way) is prohibited without a written authorization from the owner that releases the City of liability for damages or injuries.

### **SITE CLEANUP**

The Contractor is responsible for properly disposing of all debris and waste associated with the work. All trash, packing materials and other construction debris on each site shall be stored in a container belonging to the Contractor and removed daily.



### **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and service providers, and to determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 72 hours prior to the commencement of operations. The Contractor will notify utility owners in the event of damage and will be responsible for all repairs.

### **SITE INSPECTIONS**

The Contractor shall perform an inspection of each intersection prior to beginning work and shall notify the Engineer in writing of any observable existing pavement conditions that could adversely affect installation and the service thereof. The City will inspect each site identified by the Contractor and advise of either 1) a schedule to facilitate repairs; or 2) removal of the location from the project list.

### **WORK ZONE SAFETY AND TRAFFIC CONTROL**

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) at all times while on the project.

The Contractor shall maintain traffic during construction and shall provide, install, and maintain all work zone traffic control devices, including but not limited to advance signing, barrels, cones, arrow boards, and flagmen, in accordance with project guidelines, the project Special Provisions, NCDOT's 2024 edition of *Standard Specifications for Roads and Structures* and *Standard Roadway Drawings*, and the MUTCD. The Contractor shall be responsible for the proper use of traffic control devices during all operations. All traffic control devices required for an operation shall be functional and in place prior to the commencement of the operation.

The Contractor is required to leave each job site in a manner that will be safe for use by the traveling public. During periods of inactivity, signing and lane closure devices shall be removed from the roadway/intersection so as not to impede the flow of traffic.

Work hour time restrictions shall apply to all locations. The Contractor shall not close any lane of traffic between the hours of 7:00 am and 9:00 am or between the hours of 4:00 pm and 6:00 pm. No work is to be performed on official city or state holidays without the consent of the Engineer.

In addition, unless specifically authorized by the Engineer, no work is to be performed during the International Home Furnishings Markets, which occur each Spring and Fall. Successful Contractor will be provided with restricted dates associated with the IHFM through the term of this contract (including extension).

Due to the dynamic nature of the Market industry, these dates are subject to change. The City will advise the Contractor of any changes no less than thirty (30) days prior to each event.

The Contractor shall secure a "blanket" permit for lane closures from the High Point Department of Transportation (HPDOT) prior to beginning work. The application for this permit will include an attachment listing the intersections where work is to be performed, the affected approaches, and a schedule of when the work is to take place. The Contractor is responsible for updating this schedule and advising HPDOT of significant changes thereto. The permit shall be valid for a period not to exceed sixty (60) days but is renewable with satisfactory performance. Permit fees will be waived; however, failure to comply with any of the requirements associated with the permit, including the terms of this Contract relative to work zone traffic control, may result in a fine of \$100.00 per hour of noncompliance.

Traffic control on state roads is subject to review and approval by NCDOT.

Work zone traffic control costs shall be included as part of the unit cost to install TPM. No separate payment on compensation will be made for traffic control.

**CONTRACTOR FURNISHED MATERIAL**

The Contractor shall furnish, store, deliver, and install all materials necessary to successfully complete the requirements of this Contract. All material and equipment furnished by the Contractor shall be new, and shall meet or exceed the requirements described in NCDOT's *Standard Specifications for Road and Structures* (January 2024), unless modified by the City. Upon request by the City, the Contractor shall provide cut sheets for materials furnished.

**PAVEMENT MARKINGS**

The Contractor shall install long line pavement markings as required and in accordance with current NCDOT standards, specifications, guidelines, and procedures. All materials shall meet or exceed NCDOT requirements.

The City of High Point reserves the right to reject any material which does not meet these specifications or demonstrate satisfactory field performance.

**BASIS FOR PAYMENT**

This bid is for the quantity listed below in this Contract. The Contractor shall provide a unit cost for the quantity estimated by HPDOT.

Payment shall be made based on field measurement of items actually installed. Measurements shall be verified by the Engineer or a representative thereof prior to payment. The amount to be paid to the Contractor shall be the sum of such measurements multiplied by the unit cost for each item, as provided by the Contractor for the term of this Contract.

The bid prices submitted by the Contractor shall include all items incidental to the work, including mobilization and work zone traffic control. No separate or additional payments will be made for these items, or for labor, materials, or equipment used to complete the work.

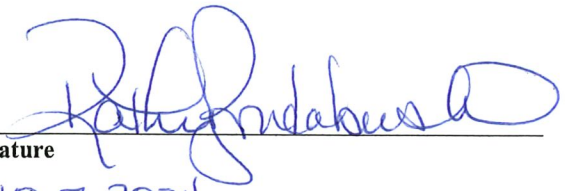
Within the term of this contract, including any extension thereof, the City reserves the right to overrun the estimated quantities for each bid item by fifty (50) percent at the unit cost submitted by the Contractor.



<b>PROPOSAL FORM</b>				
<b>Thermoplastic Pavement Marking/Striping Services</b>				
<b>BID # 2008-102424</b>				
DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
<b><u>THERMOPLASTIC (4", 90 MILS)</u></b>				
WHITE EDGELINE	LF	200	0.75	150.00
<b><u>THERMOPLASTIC (4", 120 MILS)</u></b>				
10 FT WHITE SKIP	EA	500	3.00	1500.00
2 FT WHITE MINISKIP	EA	600	2.00	1200.00
WHITE SOLID LANE LINE	LF	3000	0.85	2550.00
YELLOW SINGLE CENTER	LF	1000	0.85	850.00
YELLOW DOUBLE CENTER	LF	3000	1.70	5100.00
<b><u>THERMOPLASTIC (8", 90 MILS)</u></b>				
WHITE CROSSWALK	LF	300	4.00	1200.00
<b><u>THERMOPLASTIC (12", 120 MILS)</u></b>				
WHITE CROSSWALK	LF	600	5.00	3000.00
<b><u>THERMOPLASTIC (24", 120 MILS)</u></b>				
WHITE STOPBAR	LF	400	8.50	3400.00
<b><u>THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)</u></b>				
ALPHANUMERIC CHARACTER	EA	1	150.00	150.00
<b><u>THERMOPLASTIC PAVEMENT MARKING SYMBOL (120 MILS)</u></b>				
LEFT TURN ARROW	EA	12	85.00	1020.00
RIGHT TURN ARROW	EA	12	85.00	1020.00
STRAIGHT ARROW	EA	20	85.00	1700.00
COMBO STRAIGHT/RIGHT	EA	8	99.00	792.00
COMBO STRAIGHT/LEFT	EA	6	99.00	594.00
<b><u>LONG LINE PAINT</u></b>				
4" PAINTED PAVEMENT MARKING LINES (SOLID & SKIPLINES)	LF	200,000	0.20	40,000.00
<b>TOTAL BID</b>				<b>\$64,226.00</b>



Unit price must be all inclusive, including shipping/delivery/fuel charges. No extra fuel charges are to be billed!

<u>TRIAD ROAD MAINTENANCE CO INC.</u>			<u></u>	
Company Name			Signature	
<u>REIDSVILLE NC</u>	<u>27320</u>		<u>10-7-2024</u>	
City	State	Zip	Date	
<u>triadroad@gmail.com</u>			<u>336-342-9946</u>	
E-mail			Telephone	Fax

**References**  
**Thermoplastic Pavement Marking/Striping Services**

1. Vendor Name: NCDOT-Div 9  
Vendor Contact: DUSTY BARD  
Vendor Phone Number: 336-747-7800  
Vendor Address: 375 Siles Creek Parkway Winston Salem, NC 27127  
Type of Project: Paint & Thermo contracts  
Length of Project: 3 years each

2. Vendor Name: City of Greensboro  
Vendor Contact: Chris Martin  
Vendor Phone Number: 336-317-7956  
Vendor Address: P.O. Box 3136 Greensboro, NC 27402  
Type of Project: Thermo Install & Removal Contract  
Length of Project: 3 years

3. Vendor Name: APAE-Atlantic, Inc  
Vendor Contact: Luke Graham  
Vendor Phone Number: 336-767-3500  
Vendor Address: P.O. Box 21088 Greensboro, NC 27420  
Type of Project: CITY OF WINSTON RESURFACING  
Length of Project: 1 year

AFFIDAVIT-MINORITY PARTICIPATION

The City of High Point is committed to providing equal opportunities for participation in all aspects of the City of High Point contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of High Point. The Purchasing Division actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

(NOTE: THIS FORM IS TO BE SUBMITTED WITH THE BID PROPOSAL)

**Portion of the Work to be performed by Minority Firms**

TRIAD ROAD MAINTENANCE CO INC. I do hereby certify that on the  
(Name of Bidder)  
THERMOPLASTIC PAVEMENT MARKING / STRIPING SERVICES  
(Project Name)  
 Project ID# 2008-102424 Amount of Bid \$ 64,226.00

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.

Attach additional sheets if required

Name and Phone Number	Minority Category	HUB Certified (Y/N)	Work Description	Dollar Value
N/A				0

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D) Employee Stock Ownership Plan (ESOP)

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10-7-24 Name of Authorized Officer: KATHY Boudabush  
 Signature: [Signature]  
 Title: PRESIDENT



STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

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I, KATHY Roudabush (the individual attesting below), being duly authorized by and on behalf of TRIAD ROAD MAINTENANCE CO INC (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64- 25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO X
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 7 day of October, 2024

[Signature]  
Signature of Affiant  
Print or Type Name: KATHY Roudabush

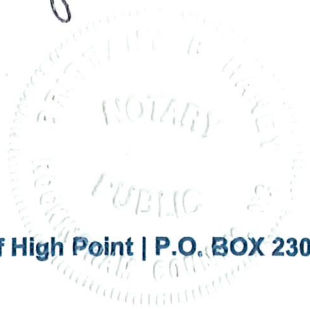
State of NORTH CAROLINA County of Rockingham

Signed and sworn to (or affirmed) before me, this the 7 day of October, 2024.

My Commission Expires: 11/24/2028

[Signature]  
Notary Public

(Affix Official/Notarial Seal)



NON-COLLUSION AFFIDAVIT

State of North  
Carolina City of  
High Point

KATTY Boudabush, being first duly sworn, deposes and says that:

1. He/She is the PRESIDENT of TRIAD ROAD MAINTENANCE CO INC the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of High Point or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

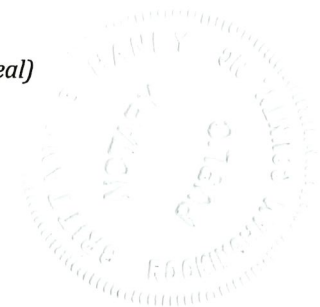
Katty Boudabush  
Signature of Proposer

10-7-2024  
Date

Subscribed and sworn before  
me, this 7 day of Oct, 2024

Brittney B Honey  
Notary Public

(Seal)



Notary Public  
My Commission Expires: 11/24/2028



## INSTRUCTIONS TO BIDDERS

**GENERAL:** All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid.

**The attachment of any additional terms and conditions by any vendor or bidder is expressly rejected here and shall not be incorporated into the bid. Attachment of any additional terms and conditions may be grounds for rejection of the bid by the City.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

**MAKE AND MODEL:** Indicate manufacturers' name and model number of item(s) offered in the spaces provided. The purpose of these specifications is to identify and establish general quality level desired. Any references to brand names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. **Complete descriptive literature and manufacturer's specifications shall be included in the bid.**

**WARRANTY:** Equipment shall be new and shall be guaranteed against defect in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of High Point. **Warranty service shall be available on site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of High Point or its representative.

**INSTRUCTION BOOK:** The vendor shall furnish a booklet or pamphlet giving complete instructions for the operation, lubrication, adjustment, and care of the equipment.

**TRAINING:** Quoted price to include comprehensive training for technicians and operators. All training and materials shall be provided by successful bidder at no additional cost to the City of High Point. Training shall include troubleshooting and proper operation of all equipment.

**SAFETY:** The successful bidder shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the successful bidder which is responsible for same. Barriers shall be provided by the successful bidder when work is performed in areas traversed by persons or when deemed necessary by the City.

**DEMONSTRATION:** Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

**EQUIPMENT AND ACCESSORIES:** All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

**SERVICE UPON DELIVERY:** Equipment shall be complete, serviced and ready for operation. The City will only accept and approve for payment equipment that is complete in every respect and ready for operation.

**STANDARD PRODUCTION MODEL:** It is a requirement that the equipment herein requested be the "standard production model of the latest design". To meet this requirement the equipment offered shall be new and the latest production model as represented in the manufacturer's current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

**CLEAN UP:** Upon completion of the equipment delivery, the bidder shall remove and properly dispose of all packaging waste and debris from the user's site. The bidder shall be responsible for leaving the delivery areas clean and ready to use.

The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete system with all standard equipment of the manufacturer's latest model in current production. The bidder shall represent by their bid that all equipment to be furnished shall be new and unused. The unit, as specified, shall be completely assembled and adjusted and all equipment, standard and optional will be installed and ready for use. The following specifications are the minimum acceptable specifications and failure to comply may be used as basis for rejection of bid. If the equipment offered differs from the provisions contained herein, these differences must be explained in detail. Bidder must include copy of printed manufacturer's specification sheet with bid.





**INSURANCE:** Successful bidder shall be required to provide insurance as required in Section 17 of the General Terms and Conditions.

**SPECIFICATIONS:** Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

**BID EVALUATION:** The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

**CANCELLATION:** The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

**SERVICE:** Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

**BID RESULTS:** For bid results email Amanda Garner at [libby.rush@highpointnc.gov](mailto:libby.rush@highpointnc.gov) NO EARLIER than TWO DAYS following the bid close date.

**\*\*\* THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS INVITATION FOR BID\*\*\***

**QUESTIONS:** Questions regarding the specifications on this bid should be referred to the Purchasing Department.

**SPECIAL INTEREST GROUP DEFINITIONS:**

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American



## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

3. **TAXES:** No taxes shall be included in any bid prices.

a. **FEDERAL:** Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER:** Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATION:** Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

b. **DECREASES:** The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES:** All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:

1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;

d. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS:** Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING:** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **PERFORMANCE BOND AND DEFAULT:** The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.

9. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise, the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.





10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

**The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

11. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

**1. Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

**2. Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

**3. Employee Education and Training**

Provide education and training to all bidders' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and, in the spaces, provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest, responsible responsive and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

**17. INSURANCE:**

**COVERAGE** - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:





a. **Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. **Commercial General Liability** - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$100,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. **PATENTS AND COPYRIGHTS:** The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. **PATENT AND COPYRIGHT INDEMNITY:** BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. **ADVERTISING:** Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish to be DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. **ASSIGNMENT:** No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:



- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.
25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.
27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.
31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.
32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.





## AGREEMENT FOR SERVICES

**THIS AGREEMENT FOR SERVICES** (“**Agreement**”) is made this [ ] day of [MONTH], 20[ ] (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and [SERVICE PROVIDER LEGAL NAME]<sup>1</sup>, a(n) [STATE OF SERVICE PROVIDER'S INCORPORATION/ORGANIZATION] [SERVICE PROVIDER'S TYPE OF BUSINESS ENTITY]<sup>2</sup> (“**Service Provider**”). The City and Service Provider are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

**WHEREAS**, the City desires to engage Service Provider to provide the services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the “**Services**”); and

**WHEREAS**, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

**NOW, THEREFORE**, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

### SECTION I. ENGAGEMENT OF SERVICE PROVIDER

A. **Engagement.** Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.

B. **Independent Contractors.** The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Service Provider joint venturers, partners, or parties to similar relationships with each other.

### SECTION II. PROVISION OF THE SERVICES



A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$[XXXXXXXXXX].

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services**.” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

### SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

#### A. Service Provider’s Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services’ completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delay, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider’s performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and Deliverables as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered "works made for hire" (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a "work made for hire", Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, "**Personnel**") to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such as its Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Deliverables. Upon the City's reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such other actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider's right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the City during Service Provider's provision of the Services.

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the "**Designated Representative**"). The Designated Representative's decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider's receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider's provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City's Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are being provided by Service Provider pursuant to **Exhibit A**.

#### SECTION IV. TERM

A. Duration. The term of this Agreement is for three (3) years with two (2) one year extensions will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

#### SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider's invoices to the City for compensation for Services ("Invoices") shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City's receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City's concerns about the Invoice have been addressed.



2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City's receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City's audit or inspection at the City's office during the Term and for five (5) years from the date of final payment.

## SECTION VI. INSURANCE AND IDENTIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Workers Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the "**Certificates of Insurance**").

#### B. Indemnification.

1. General Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an "**Indemnitee**") from and against all Losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any claims against providers (collectively, "**Losses**") arising out of or resulting from:

(a) any injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City's receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Service Provider; (b) use of

any Deliverables in combination with any materials or equipment not supplied to the City or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

## SECTION VII. TERMINATION

A. Termination for Breach. This Agreement may be terminated by either Party upon notice to the other Party in the event of the other Party's material breach of this Agreement; provided that no termination for material breach may be effected unless the breaching Party fails to cure such breach within ten (10) calendar days following its receipt of notice of such breach from the non-breaching Party.

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.



B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service

Provider's legal counsel, Service Provider is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. **No Debarment.** Service Provider represents and warrants to the City that Service Provider is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

#### SECTION IX. MEETINGS

A. **General.** Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the "**Project**") and for proper preparation of plans, documents, specifications, and special provisions.

B. **Status Updates.** Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties' regular meetings. Such additional meetings, if needed, shall be held at the City's office or at the Project site as appropriate.

#### SECTION X. MISCELLANEOUS

A. **Entire Agreement; Conflicting Provisions.** This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider's proposal for the Services, in



which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

B. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed by any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as the delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available

from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

I. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

J. Notices. All notices, requests, consent, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt) or (b) on the third (3<sup>rd</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section X.J**):

If to the City

The City of Raleigh  
Purchasing Department  
P.O. Box 30  
Raleigh, NC 27261

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

K. Disclosure. Service Provider agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

L. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider’s continued performance of Services is requested by the City, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to suspend amounts to cover damages allegedly caused by Service Provider’s breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of Service Provider and does so with full legal authority.

*[SIGNATURES BEGIN ON THE NEXT PAGE]*



**BID RECOMMENDATION**

DEPARTMENT: **Transportation**

COUNCIL AGENDA DATE: **November 18, 2024**

BID NO.: **2008-102424** CONTRACT NO.:  DATE OPENED: **9/24/2024**

DESCRIPTION:  
This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point.

PURPOSE:  
The City Transportation Department does not have the equipment necessary to perform long line paint and thermoplastic pavement marking. This is necessary for the continued maintenance of striping on City Streets

COMMENTS:  
This is for a three year contract with the option of two one-year extensions at \$64,226.00 per year. We budget \$74,900 per year for striping.

RECOMMEND AWARD TO: **Triad Road Maintenance Co Inc** AMOUNT: **\$192,678.00**

JUSTIFICATION:  
Triad Road Maintenance Co Inc was the only company that submitted a bid through the informal bid process. They are our current contractor and have been under contract with us for several years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101612	527299			\$192,678.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Greg Venable** Digitally signed by Greg Venable Date: 2024.10.24 16:21:34 -04'00' DATE: **10/24/2024**

**The Purchasing Division concurs with recommendation submitted by the Transportation Department and recommends award to the lowest responsible, responsive bidder Triad Road Maintenance Co in the amount of \$ 192,678.00.**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.10.31 11:51:06 -04'00' DATE: **10/31/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.10.31 12:09:49 -04'00' DATE: **10/31/24**

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