

City of High Point

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



Meeting Agenda - Final

Thursday, January 12, 2023

4:00 PM

Council Chamber

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters, Mayor Pro Tem

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS**[2023-025](#)**Contract - WESCO Distribution, Inc. - Underground Cable - Electric Department**

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$170,360 for the purchase of WHS# 2904 (1/0 UG Primary) underground cable used by the Electric Utilities Department to replenish warehouse stock.

Attachments: [1. Contract – WESCO Distribution, Inc. – Underground Cable – Electric Department](#)

[2023-026](#)**Contract - WESCO Distribution, Inc. - Subsurface 300kVA Transformers - Electric Department**

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$551,716 for the purchase of 4 underground (submersible) 300kVA Transformers used by the Electric Utilities Department to replenish warehouse stock.

Attachments: [2. Contract – WESCO Distribution, Inc. – Subsurface 300kVA Transformers – Electric Department](#)

[2023-027](#)**Change Order #6-Budget Ordinance-Capital Project Ordinance - Samet Corp. - Parks & Recreation - City Lake Park Bond Project**

City Council is requested to approve potential change order #6 with Samet Corporation (CMAR) in the amount of \$537,620.43 for the City Lake Park Phase 1 Bond project and a budget ordinance amendment and capital project ordinance utilizing \$312,620 in general fund reserves to cover the additional costs/improvements.

Attachments: [3. Change Order #6-Budget Ordinance-Capital Project Ordinance – Samet Corporation](#)

[2023-028](#)**Position Reallocation - Parks & Recreation - Recreation Coordinator (ASPIRE) Program**

City Council is requested to approve a change to an existing part time, benefited Program Activity Leader position to a full time Recreation Coordinator position in our Adaptive Sports, Programs and Inclusive Recreation (ASPIRE) division by reallocating funding from and eliminating a part time Recreation Attendant position.

Attachments: [4. Position Reallocation – Parks & Recreation – Recreation Coordinator \(ASPIRE\) Program](#)

[2023-029](#)**Resolution - Interlocal Agreement - Piedmont Discovery Application - Parks & Recreation**

City Council is requested to adopt a resolution authorizing the execution of an updated interlocal agreement and expand upon the original agreement between City of High Point, Greensboro and Guilford County and speaks to additional responsibilities, while adding data providers including Gibsonville, Jamestown, Oak Ridge, Pleasant Garden, Stokesdale and Summerfield.

Attachments: [5. Resolution - Interlocal Agreement – Piedmont Discovery Application – Parks & Recreation](#)

[2023-030](#)**Agreement - Three Party - United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding - Improvements to Elm Street and Construct Phases 1-3 Southwest Heritage Greenway**

City Council is requested to consider a Three-Party Agreement with the United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding in the amount of \$28,489,089 for construction improvements to Elm Street and construct the Phases 1-3 of the Southwest Heritage Greenway within City Limits.

Attachments: [6. Agreement – US Depart of Transportation \(USDOT\) NC Depart of Transportation](#)

[2023-007](#)**Contract - Rebuild-It Services Group, LLC**

To hire Rebuild-It Services Group to perform additional work on DAF #3 (dissolve air flotation thickener) at the Eastside Wastewater Treatment Plant (WWTP).

Attachments: [Council Agenda Item-Eastside WWTP DAF #3](#)

[RSG Back Pressure Valve Replacement Proposal- High Point, NC Q123927-B](#)

[2023-009](#)**Change Order No. 7 - Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project, Garney Companies Inc.**

To approve Change Order No. 7 to Garney Companies Inc. of an additional manhole and pipe stub-out that will be paid by the Town of Archdale, NC. The Change Order includes related labor, materials, equipment, and overhead outside of the scope of the original contract for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project which is currently under construction.

Attachments: [Agenda Item- CO 7 Richland Creek Aerial Outfall- Garney](#)

[Attachment A Change Order Number 7](#)

[2023-010](#)**Riverdale Pump Station Improvements Study- Amendment I - The Wooten Company**

To approve a contract amendment to The Wooten Company (purchase order 108042) for the additional work required to evaluate the feasibility of expanding the Riverdale Pump Station to 44 MGD (million gallons per day) as part of the ongoing Riverdale Pump Station Improvements Study Report.

Attachments: [Agenda Item -Wooten- Riverdale Pump Station Improvements Study- Amendment I - High Point - Riverdale Pump Station Amendment \(TWC 2784-S\)](#)

[2023-031](#)**Resolution - Sale of City Owned Property - Sterling Real Estate Development of NC, LLC - 1117 Jefferson St. - 1119 Jefferson St.**

City Council is requested to adopt a resolution accepting an offer of \$20,000.00 from Sterling Real Estate Development of NC, LLC for two (2) City owned vacant lots: (1) located at 1117 Jefferson Street Parcel No. 174216, and (2) 1119 Jefferson Street Parcel No. 176062 and authorize the sale of the properties through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [10. Resolution – Sale of City Owned Property - Sterling Real Estate Development of NC, LLC - 1117 Jefferson St. - 1119 Jefferson St.](#)

[2023-032](#)**Sale of City Owned Property - North Carolina Department of Transportation (NCDOT) - Easements Johnson Street-Sandy Ridge Road Widening Project**

City Council is requested to approve the sale of a permanent drainage easement, permanent utility easement, and temporary construction easement to the North Carolina Department of Transportation (NCDOT) for the Johnson Street/Sandy Ridge Road Widening Project in the amount of \$34,950.00.

Attachments: [11. Sale of City Owned Property – North Carolina Department of Transportation \(NCDOT\) - Easements Johnson Street-Sandy Ridge Road Widening Project](#)

PENDING ITEMS[2022-590](#)**Budget Ordinance - One High Point Commission - Date Extension Request**

City Council is requested to adopt a budget amendment in the amount of \$45,000 for activities related to the One High Point Commission and approve a request for an extension of the date for the presentation of recommendations to City Council from the current June 2, 2023 deadline to January 17, 2024.

Attachments: [4. Budget Ordinance – One High Point Commission – Date Extension Request](#)
[One High Point Commission Research Categories](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2023-025

File ID: 2023-025

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Contract - WESCO Distribution, Inc. - Underground Cable - Electric

Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$170,360 for the purchase of WHS# 2904 (1/0 UG Primary) underground cable used by the Electric Utilities Department to replenish warehouse stock.

Notes:

Sponsors:

Enactment Date:

Attachments: 1. Contract – WESCO Distribution, Inc. –
Underground Cable – Electric Department

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-025

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of Warehouse Stock - Underground Cable
Bid # 24-121622

From: Tyler Berrier, Electric Utilities Director

Meeting Date: January 17th, 2023

Public Hearing: N/A

Advertised Date: N/A

Advertised By: N/A

Attachments: Attachment A: Formal bid Recommendation
Attachment B: Bid Tabulation

PURPOSE:

To purchase underground cable that is commonly used by the Electric Utilities Department. Replenish warehouse stock.

BACKGROUND:

The City normally stocks these items in inventory. WHS# 2904 (1/0 UG Primary)

BUDGET IMPACT:

Funds are included in the current operating budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. Staff is recommending that the bid for this Cable be awarded to WESCO Distribution, Inc. for \$170,360. WESCO Distribution was the lowest qualified bidder of the bid by the Purchasing division.



BIDDERS LIST & TABULATION

FORMAL BID #24-121622 – PRIMARY CABLE WIRE #2904						
VENDOR NAME & ADDRESS	ITEM #	QTY.	UNIT PRICE (UOM=FT)	PRICE /FT	TOTAL PRICE	DLVRY. A.R.O.
GRAYBAR 1200 GRECADE ST GREENSBORO, NC 27408	2904	40,000	FT	N/Q	N/Q	N/A
STATE ELECTRIC 2709 PATTERSON ST. GREENSBORO, NC 27407	2904	40,000	FT	N/Q	N/Q	N/A
BORDER STATES P.O. BOX 8597 COLUMBIA, SC 29202	2904	40,000	FT	N/R	N/R	N/R
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	2904	40,000	FT	\$4.259	\$170,360.00	37-38 WEEKS



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Electric Utilities

COUNCIL AGENDA DATE: January 17, 2023

BID NO.: 24-121622

CONTRACT NO.:

DATE OPENED: 12/16/2022

DESCRIPTION:

Electrical Wire -
WHS# 2904 (1/0 UG Primary)

PURPOSE:

These items are standard stock items. The bid/order is to replenish warehouse stock.

COMMENTS:

These are items used regularly by the Electric Utilities department for operations and maintenance.

RECOMMEND AWARD TO:

Wesco

AMOUNT:

170,360.00

JUSTIFICATION:

The department staff recommends awarding to Wesco as they were the only bidder that responded meeting specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631795	533504			\$170,360.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Tyler Berrier

Digitally signed by Tyler Berrier
Date: 2022.12.21 10:55:58 -05'00'

DATE:

12/21/2022

The Purchasing Division concurs with recommendation submitted by the Electric Department and recommends award to the lowest responsible, responsive bidder Wesco in the amount of \$ 170,360.00.

PURCHASING MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2022.12.21 11:54:21 -05'00'

DATE:

12/21/2022

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2022.12.21 12:18:13 -05'00'

DATE:

12/21/2022

CITY MANAGER:

DATE:



City of High Point

Municipal Office Building
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Master

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Final Action:

Title: Contract - WESCO Distribution, Inc. - Subsurface 300kVA Transformers - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$551,716 for the purchase of 4 underground (submersible) 300kVA Transformers used by the Electric Utilities Department to replenish warehouse stock.

Notes:

Sponsors:

Enactment Date:

Attachments: 2. Contract – WESCO Distribution, Inc. – Subsurface 300kVA Transformers – Electric Department

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-026

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of Warehouse Stock – Subsurface 300kVA Transformers
Bid # 26-010623

From: Tyler Berrier, Electric Utilities Director

Meeting Date: January 17, 2023

Public Hearing: N/A

Date Opened: N/A

Advertised By: N/A

Attachments: Attachment A: Formal bid Recommendation
Attachment B: Bid Tabulation

PURPOSE:

To purchase 4 underground (submersible) 300kVA Transformers that are commonly used by the Electric Utilities Department. Replenish warehouse stock.

BACKGROUND:

The City normally stocks these items in inventory.

BUDGET IMPACT:

Funds are included in the current operating budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. Staff is recommending that the bid for these switches be awarded to WESCO Distribution, Inc. for \$551,716. WESCO Distribution was the only qualified bidder of the bid by the Purchasing division.





**INVITATION TO BID
FORMAL BID**

BID # 26-010623

XFMR-SUBM-PM 300KV-12.47/7.2 216/125

**City of High Point
Warehouse Division
816 E Green Drive, PO Box 230
High Point, NC 27260
Phone: 336-883-3458 Fax: 336-883-3248
Mark Lawson, Warehouse Manager**

FORMAL BID NUMBER: 26-010623

DATE: November 22, 2022

**BIDS DUE NO LATER THAN:
Friday, January 6, 2023
By 2:00 PM**

BUYER: Mark Lawson

mark.lawson@highpointnc.gov

TELEPHONE: (336) 883-3458

**Bid price shall be FOB Destination and
include delivery to:**

**City of High Point
Warehouse
657 E Russell Avenue
High Point, NC 27260**

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--

WESCO DISTRIBUTION

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

334 ATKINSON ST

Principal Office Address (Per Secretary of State)

CLAYTON, NC 27520
City, State & Zip
25-1723345

kim.powell@wesco.com
Email Address

919-831-4659
Telephone Number

Federal Tax ID #/Social Security #

General Contractor License # (if applicable)

Kim Powell - Inside Sales

Kim Powell

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.

- o 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.
- o Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- o 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.
- o 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.
- o 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.

NOTICE TO BIDDERS

Sealed proposals will be received by the Purchasing Division of the City of High Point, North Carolina, in the City Warehouse Facility located at 816 East Green Dr, High Point NC 27260 until **2:00 PM Friday January 6, 2023** at which time they will be publicly opened and read for the furnishing of the following:

BID # 26-010623 **XFMR-SUBM-PM 300KV-12.47/7.2 216/125**

Copies of complete bid documents are available online at <http://www.highpointnc.gov> Government - Departments – Financial Services - Purchasing – Current Bid Opportunities and Tabulations. Documents are also available in the Warehouse/Purchasing Division, the Municipal Operations Center, 816 E Green Dr., High Point, NC. Contact: Purchasing at (336) 883-3458 or purchasing@highpointnc.gov.

The City reserves the right to reject any or all bids, in whole or in part, as may in the judgment of the Council of the City of High Point, serve its best interest and to waive irregularities and informalities in any bid submitted.

No Bid may be withdrawn after the scheduled closing time of receipt of bids for a period of sixty (60) days.

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 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 you bid may be considered non-responsive.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
Mark Lawson, Warehouse Manager Bid #26-010623 City of High Point PO Box 230 High Point, NC 27261	Mark Lawson, Warehouse Manager Bid #26-010623 City of High Point Warehouse/Purchasing 816 E Green Drive High Point, NC 27260

REFERENCES

Vendor shall provide at least three (3) references for which your company has provided goods or services of substantially the same features and quantity to those solicited herein. The City may contact these references to determine the goods provided are substantially like those bid herein and the Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the bid.

FIRM NAME	LOCATION	CONTACT	PHONE	E-MAIL
City of Monroe	Monroe, NC	Chris Bracey	704-282-4617	cbracey@monroenc.org
City of Gastonia	Gastonia, NC	Shaun Moore	704-854-6635	shaunm@cityofgastonia.com
Town of Wake Forest	Wake Forest, NC	Michael Underhill	919-435-9477	munderhill@wakeforestnc.gov

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 based on 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 Underground Transformers for the City of High Point's Electric Department.

QUESTIONS: All questions regarding this bid should be submitted in writing to Mark Lawson at mark.lawson@highpointnc.gov by 12:00 pm on December 30, 2022.

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.

ALL UNIT COSTS SHALL BE FIRM FOR THE CONTRACT PERIOD SPECIFIED.

XFMR-SUBM-300KV-12.47/7.2 216/125

SPECIFICATIONS

KVA: 300 City of High Point WHS # 2986
65 Degree Rise 60 Hertz 95KV Bil Three Phase
High Voltage: 12,470GrdY / 7,200
Low Voltage: 216Y/125
Type: Subway Type Network

High Voltage Bushings: Six (6) top mounted 14.4 KV 200 ampere bushings load-break for Loop-feed operation. Bushings should be field replaceable without loss of oil.

Low Voltage Bushings: Ten (10) 9/16" hole NEMA spade, top mounted bushings for use with multiple two-hole lugs or NEMA spade connectors. Phase spades shall be turned perpendicular to end of transformer. The high voltage and low-voltage neutrals shall be connected internally and brought out through a bushing located with the secondary bushings.

Exceptions to Bushings: Any other bushing must be approved through Engineering Division before bid date to be accepted.

Taps: Taps shall be provided at 100% and at 2.5% above and below. The 100% tap shall be located at the center position. Tap changer shall be capable of carrying the full transformer short-circuit current without damage or contact separation. Tap changer shall be gang operated and have external access from mechanism mounted on top of transformer. Warning label shall be located next to operating handle indicating non-loadbreak operation. Taps shall be shipped sent in the 100% position.

Overcurrent Protection: Internally mounted Partial Range Current Limiting fuse and Drawout Loadbreak Link. Supplier to provide fuse curve, catalog number, type, manufacturer, and sizes for both types of fuses for each transformer.

Switching: 3- 2-position oil-immersed switches to switch either source or transformer independently. **Line switches and thru bus shall have a minimum rating of 200 amperes** and must be able to withstand at least **12,000 amperes** symmetrical fault current.

Dimension Limitations*: The overall height of the transformer *should not* exceed **6.5 feet**.
7.0 feet is the maximum allowed height.
The overall width of the transformer shall not exceed 6.0 feet.
The overall depth of the transformer shall not exceed 4.5 feet.

* Exception only with approval of engineer.

General Construction Features:

Unit shall be constructed in accordance with ANSI Standard C57.12.24 (latest revision). All characteristics, definitions, terminology and voltage designations and tests, except as otherwise specified herein, shall be in accordance with the following American National Standard Requirements, Terminology, and Test Code for Distribution, Power, and Regulating Transformers:

General Requirements, C57.12.00 (IEEE Std 462) (latest revision).

Terminal Markings and Connections, C57.12.70 (latest revision).

Terminology, C57.12.80, including Supplement C57.12.80a (latest revision).

Test Code, C57.12.90 (IEEE Std.262) (latest revision)

Other Features:

1. 1" fill plug mounted on top surface of transformer.
2. 1" drain plug mounted on top surface of transformer. (Internal tube to extend to bottom of transformer tank.)
3. Grounding pads at high-voltage location and low-voltage neutral locations
4. Lifting lugs on all four top corners and lifting pads on all four bottom corners. Lifting angles are required.
5. Non-corrosive nameplate shall be permanently mounted on top surface of transformer. Nameplate shall contain all connection and rating information per ANSI C57.12.00 nameplate C, including weight, type and quantity of oil, and date of manufacture.
6. Oil fill gauge to be mounted on top surface of transformer.
7. Parking stand for each bushing position on top surface of transformer. Should be approximately 7"-9" from bushing position.
8. Furnish certified design losses on each transformer with bid:

All transformers received are subject to testing and rejection if losses do not conform to quoted **certified design losses** and the range of variance allowed by ANSI Standard C57.12.00, Table 16:

- (1) 10% of the no load watts quoted; and
- (2) 6% of the total watts quoted.

9. No load losses _____ Load losses _____ Total losses _____

Losses will be evaluated at either of the following:

☐
☐

Below 50 % Load Factor -- See attached transformer loss evaluation sheet

Above 50 % Load Factor -- See attached transformer loss evaluation sheet

10. Rejected transformers may be returned to the supplier freight-collect for full refund. Any supplier establishing a history for providing transformers that do not meet quoted loss values shall be evaluated accordingly in future quotations and bid proposals.
11. Transformers will be labeled similar to the following label to indicate the non-PCB dielectric fluid is used:

"This transformer was filled or processed at the factory with non-PCB dielectric fluid in accordance with Federal Polychlorinated Biphenyl (PCB) Regulations 40CFR761, dated May 31, 1979. The purchaser should take the necessary precautions so that PCB contamination is not introduced during field filling or maintenance of the transformer."
12. Bidder or supplier to provide outline drawings and tank top layout with bid documents that include all items (listed above) required on top of transformer.
13. Engineer reserves right to accept or reject exceptions to bid or to allow modified specifications in order to provide the City with better pricing, delivery, or number of bidders.
14. **All prices quoted FOB High Point.** Note other bid requirements furnished by Purchasing Department.
15. Transformer shall be constructed with 316L stainless steel tank and radiator material. Stainless steel shall be a minimum of .312 inches.
16. All insulating components, oil, paper, and wire enamel shall be of thermally upgraded materials to meet the most rigid industry standards.
17. Transformer shall be labeled on top with city's warehouse #, KVA size and secondary voltage. Numbers shall be from reflective label, so that it may be seen from the street. Labels shall be a minimum of 2 ½" tall.

BID # 26-010623
XFMR-SUBMERSIBLE TRANSFORMERS
300KV-12.47/7.2 216/125

ITEM #	DESCRIPTION	QTY.	UOM	UNIT PRICE	TOTAL PRICE
2986	XFMR-PM SUBM 300KVA - 12.47/7.2 216/125 3 PHASE PER- SPECIFICATIONS	4	EA	\$ 137,929.00	\$ 551,716.00
* * <i>SPECIFICATION INQUIRIES? CONTACT Mark Lawson at mark.lawson@highpointnc.gov</i> *					

Delivery will be made within 39 weeks after receipt of order.

Unit price must be all inclusive, including shipping/delivery/fuel charges.

WESCO DISTRIBUTION

 Company Name
 CLAYTON, NC 27520

 City State Zip
 kim.powell@wesco.com

 E-mail

Kim Powell

 Signature
 12/28/2022

 Date
 919-831-4659

 Telephone Fax



CONFIDENTIAL

Quotation Date: 11/22/2022
Quotation Number: Q-00015003
FOR FASTER HANDLING
OF YOUR ORDER REFER TO
THIS NUMBER

To: WESCO DISTRIBUTION, INC G2465M06
334 ATKINSON STREET
CLAYTON, North Carolina 27520
Estados Unidos

Attn:
Customer RFQ: City of High Point
Quote Expiration Date: 01/15/2023

We thank you for your inquiry and are pleased to submit the following quotation. When placing an order, please reference this quote # on your order and process your Purchase order to the "vendor name" on the line(s) below along with payment to the correct "remit to address" as shown.

Line 1

CUSTOMER ITEM	GE ITEM	QUANTITY	UNIT PRICE	LEAD TIME
	NT39	4	137,929 USD	39

Capacity - kVA: 300
Primary Voltage: 12.47/7.2
Secondary Voltage: 216/125

Description:

Accessories:

Subway Type, CST Transformer
300 KVA
12470GRDY/7200 PRIMARY, 95KV BIL
TWO 2 1/2% TAPS ABOVE & BELOW PRIMARY RATING
216Y/125 SECONDARY WITH LV NEUTRAL
DOE 2016 Energy Efficiency per 10 CFR part 431 Final Rule
55/65 DEGREE C TEMPERATURE RISE
SAFE-NET (OMEGA) TANK & COVER
Oil Filled
Item 0001:

CLARIFICATIONS:

> TRANSFORMER SHALL BE PER IEEE C57.12.24-2016 PER "GENERAL REQUIREMENTS STATED IN THE SPEC"
> TRANSFORMER SHALL BE FILLED WITH MINERAL OIL INSULATING FLUID (NATURAL ESTER FR3 IS ALSO AVAILABLE IF NEEDED)
> TRANSFORMER IMPEDANCE SHALL BE 3.5% PER IEEE C57.12.24-2016 TABLE 3 (IF DIFFERENT IMPEDANCE IS NEEDED, PLEASE SPECIFY)
> SHALL PROVIDE (6) HV BUSHINGS WELLS CENTRAL MOLONEY CAT # 702241-62 BOLTED ON COVER (WELDED BUSHINGS ALSO AVAILABLE IF NEEDED) WITH (3)
LOADBREAK HV BUSHINGS INSERTS ELASTIMOLD CAT # 1601A4. SPEC MENTIONS THE BUSHINGS TO BE PER C57.12.34; HOWEVER
TOP-MOUNTED ARRANGEMENT IS
PER C57.12.24 NOT C57.12.34.
> SHALL PROVIDE (3) 10-HOLE LV LINE BUSHINGS SPADE-TYPE CENTRAL MOLONEY CAT #70273232 BOLTED ON COVER (WELDED OPTION
ALSO AVAILABLE IF
NEEDED). SPEC MENTIONS THE BUSHINGS TO BE PER C57.12.34; HOWEVER TOP-MOUNTED ARRANGEMENT IS PER C57.12.24 NOT C57.12.34.
> SHALL PROVIDE (1) 10-HOLE SPADE TYPE NEUTRAL BUSHING CENTRAL MOLONEY CAT #70273232 GROUNDED EXTERNALLY TO THE TANK
VIA GROUND STRAPS ON
COVER. SPEC MENTIONS THE BUSHINGS TO BE PER C57.12.34; HOWEVER TOP-MOUNTED ARRANGEMENT IS PER C57.12.24 NOT C57.12.34.
> SHALL PROVIDE QUALITY SWITCH TAP CHANGER ACCESSIBLE UNDER PIPE CAP, WHICH SHALL BE SEALED FROM TRANSFORMER TANK.
TAPS VOLTAGES SHALL BE
13094V, 12782V, 12470V, 12157V, 11846V WITH THE TAP CHABGER SET AND SHIPPED AT 12470V POSITION.
> SHALL PROVIDE (3) PARTIAL-RANGE CURRENT LIMITING FUSES EATON POWER CAT # CBUC08125C100 IN SERIES WITH (3) BAY-O-NET
CURRENT SENSING
EATON POWER CAT #4000353C12 (SEE ATTACHMENT FOR FUSE CURVE)
> SHALL PROVIDE (3) 2-POSITION LOADBREAK SWITCHES EATON POWER CAT# LS2W338F3S1B MOUNTED ON COVER.
> TRANSFORMER SHALL BE CONSTRUCTED WITH 304L MATERIAL WITH THICKNESS OF 0.312 FOR WALL AND COOLING PANELS, AND 0.375"
FOR BASE AND COVER
PER CUSTOMER SPEC AND IEEE C57.12.24-2016.
> SHALL PROVIDE PRESSURE RELIEF VALVE QUALITROL #202-014-02E SS

> ROUTINE TESTS SHALL BE PER IEEE C12.00-2015 TABLE 17, AND PER IEEE C57.12.90-2015 WITH THE TOLERANCES SPECIFIED FOR LOSSES AND IMPEDANCE IN THESE STANDARDS. SPECIAL AND WITNESS TESTS ARE AT ADDITIONAL COSTS.

EXCEPTIONS:

> NAMEPLATE SHALL STATE, "NO DETECTABLE PCB AT THE TIME OF MANUFACTURING". ALSO, SHALL PROVIDE A TAG WITH "NON-PCB" WRITTEN ON IT. A

SEPARATE LABEL AS DESCRIBED IN SECTION 11 IS NOT PROVIDED

> APPROVAL DRAWINGS TO BE PROVIDED AFTER THE RECEIPT OF ORDER, BUT BEFORE MANUFACTURING. ATTACHED DRAWINGS ARE FOR REFERENCE ONLY. ACTUAL

DESIGN SHALL NOT EXCEED QUOTED DIMENSIONS AND SHALL COMPLY WITH THE SPEC AND CLARIFICATIONS AND EXCEPTIONS TAKEN.

I. - GENERAL COMMENTS & CLARIFICATIONS

- Given the ongoing and constantly changing status of the epidemic/pandemic situations, such as coronavirus, around the world, including emerging governmental restrictions, Seller assures Buyer that Seller are staying abreast of the situation across the globe. The impacts of these situations cannot reasonably be determined at this time; however, Seller will keep Buyer aware of any developments that may impact timing, schedules, pricing or other aspects of our contract. While Seller does not propose to make changes now, Seller's proposal did not consider the impacts of the coronavirus or any other epidemic/pandemic situation and may need to be adjusted; we will determine what (if any) changes we may need at the time of the award and will work with customer to ensure mutual agreement.
- Prolec GE designs, manufactures and test transformers in accordance with the latest applicable sections of ANSI, NEMA and IEEE Standards. We take exceptions to all other codes and standards.
- Prolec GE quoted based on BOM of the transformer stated on an email. Without any Specification or Drawing
- Prolec GE will provide standard impedance & losses values.
- Features not specifically documented in above bill of materials should not be assumed to be included. If required, please clarify with your Customer Support Engineer properly.
- **Spare Parts and Installation:** Unless specifically stated otherwise, this quotation does not include any field related labor or materials such as but not limited to delivery, storage, handling, installation, grounding, field testing, cleaning, adjusting, training/demonstration, coordination studies, startup, special tools, spare parts, etc.
- Transformers are tested according to ANSI Standard Test Code for Transformers C57.12.90

II. - DRAWING AND SHIPMENT CYCLES (WEEKS)

Description	For Record Drawings	For Approval Drawings
Mailing of Drawings (Weeks)	6	6
Customer Drawings return	N/A	2*

***Actual shipment and drawings will depend on factory backlog at the time of the purchase order acceptance. Shipment dates are approximate and are based upon prompt receipt of all necessary information from Buyer. If Buyer exceeds the approval drawing cycle time allowed, the shipment will extend at least accordingly to the extra time taken.**

* Prolec-GE reserves the right to substitute, at its discretion, materials used to manufacture the products. Should Prolec-GE substitute any materials, it will make reasonable efforts to notify the Buyer. If Prolec-GE believes that a substitution of material will affect any express performance guarantees, it will notify Buyer and the performance guarantees will be adjusted to reflect the use of the new material.

Customer will return approval drawings by (Add 2 weeks) with the release for manufacture, otherwise price will be subject of revision according to Release Clause DT stated in our quotation letter section IV.

Release Clause DT applies along with GE Terms and Conditions of Sales listed in GE PROLEC EM104. All Changes must be resolved before order entry.

III. - TERMS, CONDITIONS & WARRANTY

This proposal will remain valid for a period of 30 days after submittal.

Prolec GE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right to revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodity fluctuations for the duration of the contract.

The Buyer may not make any public announcement in relation to the Contract (including to any purchase orders or related contractual documents), including the fact that it exists, without prior written authorization from the Seller on such terms and conditions as approved by the Seller.

For Shreveport, LA, US Sales:

All items are sold FOB Shipping Point (Shreveport, LA, USA), unless otherwise noted

For Apodaca, NL, MX Sales:

All items are sold FCA (Incoterms 2010) Laredo, TX, USA, with transportation allowed to the carrier delivery point listed in this quotation within the confines of the continental United States, excluding Alaska or Hawaii.

Terms of payment are 100% net cash within 30 days from date of shipment.

There will be a 1.5% charge per month of the total invoice price beginning 30 days after the date of the invoice, but the amount shall not be in excess of the applicable usurious rate.

Cancellation of Order

The Buyer may cancel his order only upon a written notice and upon payment to Prolec GE of reasonable and proper cancellation charges.

Cancellation Charges:	% of selling price
1 week after order	10
3 weeks after order	15
Before factory release	20
1 week after release	65
2 weeks after release	70
3 weeks after release	90
4 weeks after release	100

The following applies unless specified otherwise:

Release Clause DT

1. The prices stated herein are firm provided:

a. If order is Immediate release with a scheduled shipment date within ninety (90) calendar days from the date of such order (or at Seller's earliest convenience thereafter), and no change orders are agreed upon within such ninety (90) day period; or

b. If approval drawings from Buyer are required before starting manufacture of the products, the drawings must be reviewed and approved by Buyer no later than 30 calendar days after submittal thereof by Seller. Otherwise, will be subject for price adjustment at 1.5% for each full month or fraction thereof that approval is thereby delayed.

2. In the event that the customer for any reason does not comply with the conditions in paragraph 2 above and/or shipment is delayed for a reason not within the control of the Company, the price shall be increased 1.5% for each full month or fraction thereof that shipment* is there by delayed after the 90-day period from the date of order.

* In the event the Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" which is set forth In the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

Standard warranty coverage applies (unless otherwise noticed): 12 months from energization or 18 months from date of shipment, whichever occurs first.

The sale of any product or service by GE-Prolec is expressly conditioned upon Buyer's assent to the terms (Form GE PROLEC EM104) contained herein. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon GE-Prolec unless specifically agreed in writing by GE-Prolec's authorized representative.

NOTICE: SALES OF ANY PRODUCT AND/OR SERVICES COVERED BY THIS QUOTATION ARE EXPRESSLY CONDITIONAL ON THE CUSTOMER'S ASSENT TO THE DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN (INCLUDING THOSE ATTACHED TO THIS QUOTATION). ANY ADDITIONAL OR DIFFERENT TERMS PROPOSAL BY CUSTOMER ARE EXPRESSLY OBJECTED TO AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY SELLER'S AUTHORIZED REPRESENTATIVE. ANY ORDER FOR OR ANY STATEMENT OF INTENT TO PURCHASE HERE UNDER, OR ANY DIRECTION TO PERFORM WORK AND SELLER'S PERFORMANCE OF WORK, SHALL CONSTITUTE ASSENT TO SELLER'S TERMS AND CONDITIONS (See GE EM104 T&Cs <https://store.gegridsolutions.com/termEM104-Grid.pdf>).

"Some stock is currently available subject to prior Sale. If stock is depleted at the time of Order, Standard lead time will apply ". ** Subject to change as lead-times are confirmed upon receipt of purchase order.

THIS QUOTATION IS SUBJECT TO CHANGE UPON NOTICE, IT SUPERSEDES ALL PREVIOUS QUOTATIONS AND AGREEMENTS RELATING TO THE TRANSACTIONS.

THE PRICING CONTAINED WITHIN IS SUBMITTED IN CONFIDENCE SOLELY FOR USE IN CONSIDERING THE MERITS OF THE OFFERING AND FOR NO OTHER DIRECT OR INDIRECT USE BY THE ADDRESSEE, AND IS PROPRIETARY TO PROLEC GE USA LLC.

The impacts of Coronavirus cannot be reasonably determined at this time.

This proposal does not account for any potential adverse impacts of Coronavirus on Prolec GE's performance of obligations.

In the event of any delays and adverse impacts Prolec GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays.

PRICES ARE FOB ORIGIN

PRODUCTION BUILD TIME IS MIN. 39 WEEKS OR LESS WITH ORDER RECEIVED.

OFFER IS EXCLUSIVE AS EM-104

PAY TERMS TO NET 30



WARRANTY IS OFFERED AS PER EM104 12/18
PROLEC GE SHV TAKES EXCEPTION TO ANY APPLICABLE LIQUIDATE DAMAGES.

ATTENTION PLEASE:

Price is based on inflation expected with Prolec GE lead time. Price is valid for orders considering shipments according to the leadtime offered in our quotation. For deliveries required beyond the leadtime quoted, prices quoted are not valid and must be re-quoted accordingly.

Regards,

Beau Benefield

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 Mark Lawson at mark.lawson@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 Warehouse 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 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 checks 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.

E-Verify Requirements Apply to Public Contracts

Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that have 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify, the successful bidder/consultant will be required to submit the completed E-Verify affidavit at execution of this contract.

****SUCESSFUL BIDDER TO SUBMIT AFTER BID AWARD****

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (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 _____
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 ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

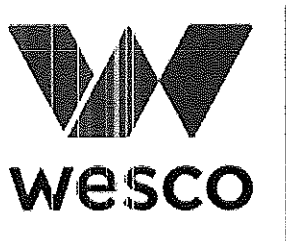
(Affix Official/Notarial Seal)



Unless otherwise extended in writing by Seller, all prices on a Seller quote will expire and become invalid upon the expiration date stated therein, provided however, Seller reserves the right to update its quote or price in the event of an increase in tariffs, levies, duties, freight or importation cost, supplier pricing, or a material exchange rate fluctuation. In such event, Seller will provide an updated quote or price and will not ship Product or provide Software or Services until Buyer receives an Order with the correct price.

“WESCO requests the opportunity, upon award of the bid and WESCO’s acceptance, to discuss commercially reasonable terms and conditions which are mutually acceptable to the parties to reflect WESCO’s role as a distributor”

WESCO Distribution, Inc.



Ingenuity Delivered

BIDDERS LIST & TABULATION

FORMAL BID #26-010623 –XFMR SUBM 300 KV 216/125 WHS# 2986					
VENDOR NAME & ADDRESS	ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DLVRY. A.R.O.
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	2986	4	N/Q	N/Q	N/A
SHEALY ELECTRICAL P.O. BOX 8597 COLUMBIA, SC 29202	2986	4	N/Q	N/Q	N/A
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	2986	4	\$137,929.00	\$551,716.00	39 WEEKS

*Bids emailed



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2023-027

File ID: 2023-027

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Change Order #6-Budget Ordinance-Capital Project Ordinance - Samet Corp. - Parks & Recreation - City Lake Park Bond Project

City Council is requested to approve potential change order #6 with Samet Corporation (CMAR) in the amount of \$537,620.43 for the City Lake Park Phase 1 Bond project and a budget ordinance amendment and capital project ordinance utilizing \$312,620 in general fund reserves to cover the additional costs/improvements.

Notes:

Sponsors:

Enactment Date:

Attachments: 3. Change Order #6-Budget Ordinance-Capital Project Ordinance – Samet Corp. – Parks & Recreation – City Lake Park Bond Project

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-027

CITY OF HIGH POINT

AGENDA ITEM



Title: Samet Corporation Potential Change Order (PCO) #6
City Lake Park Phase 1 Renovations

From: Lee Tillery, Parks and Recreation Director

Public Hearing: N/A

Meeting Date: January 17, 2023

Advertising Date: N/A

Advertised By: N/A

Attachments: Samet Corporation – Potential Change Order (PCO) - #006
City Lake Park Change Order – Budget Ordinance
City Lake Park Change Order – Capital Project Ordinance

PURPOSE:

Approve Potential Change Order (PCO) #6 with Samet Corporation (CMAR) for the City Lake Park Phase 1 Bond project.

BACKGROUND:

High Point City Council approved Samet Corporation, Greensboro, NC as the Construction Manager at Risk (CMAR) for the City Lake Park Phase 1 Renovation project on April 5, 2021. Council then approved an early construction package with Samet at the May 3, 2021 meeting and a Guaranteed Maximum Price (GMP) contract of \$19,893,743 at the June 21, 2021 Council meeting. Three change orders since the GMP was adopted were approved during the project. This change order includes additional repairs to the upper loop road, pool infrastructure, fencing, additional safety measures and items associated with final completion of the project.

BUDGET IMPACT:

Total cost of Potential Change Order #6 is \$537,620.43. Savings from the project that can be applied totals \$225,000.43. A budget ordinance amendment and capital project ordinance are included with this item utilizing \$312,620 in general fund reserves to cover the additional costs/improvements.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve Potential Change Order #6 with Samet Corporation (CMAR) in the amount of \$537,620.43.

“AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
APPROPRIATING ADDITIONAL FUNDING
FOR THE CITY LAKE PARK IMPROVEMENTS

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

Section 1. The proposed amendment appropriates \$312,620 in general fund reserves. The project is for additional funding for improvements to City Lake Park, including improvements to the loop road, additional curb and gutter repairs, additional changes to the pool infrastructure and drains with the new slide.

Section 2. The 2022-2023 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund expenditures be amended as follows:

Transfer to General Bond Projects Fund	\$312,620
--	-----------

(B) That the following General Fund revenues be amended as follows:

Fund Balance Appropriation	\$312,620
----------------------------	-----------

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

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

Adopted by High Point City Council, this the 17th day of January 2023

Mayor, Jay W. Wagner

ATTEST

Sandra Keeney,
City Clerk

“AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR
ADDITIONAL FUNDING FOR THE CITY LAKE PARK IMPROVEMENTS

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

Section 1. This project is for additional funding for improvements to City Lake Park, including improvements to the loop road, additional curb and gutter repairs, additional changes to the pool infrastructure and drains with the new slide.

Section 2. The following revenue is available to the City of High Point:

Transfer from General Fund	\$312,620
----------------------------	-----------

Section 3. The following amounts are appropriated for the Project:

Park Improvements	\$312,620
-------------------	-----------

Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 17th day of January 2023

Mayor, Jay W. Wagner

ATTEST

Sandra Keeney,
City Clerk



Potential Change Order

To: City of High Point NC
From: Samet Corporation
Reason: No Change Reason

Project Name: HP City Lake Park & Pool
Project No: 21-054

PCO No: 006
Date: 01/03/2023
Days Requested: 60 days

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

DESCRIPTION OF WORK: PCO #006 HPCL Extension

CE #103 - T&M Vest 100

Frame, hang and finish soffit Vest. 100 - 1st Floor

CE #104 - T&M Vest. 200

Frame, hang and finish soffit Vest. 200 - 2nd Floor

CE #106 - T&M Fascia E.C.

Plywood furring to install fascia board on Event Center

CE #109 - Historic Shower Shingles

Provide and Install Shingles at the Historic Shower Entrance to the Pool.

CE #110 - PRV(s)

Change Event for the costs associated with the changes as described in RFI 34 - 3 PRVs at 3 Locations.

CE #111 - Additional Stonework

Additional stone masonry work to infill doors and cover existing conditions

CE #112 - Additional Surveying at the Retaining Wall

Additional surveying was necessary for the Slide Retaining Wall.

CE #113 - Tile (add) Concessions

The design team requested additional tile in the Concessions area.

CE #114 - Add'l site stairs

Labor and Materials for the installation of an additional set of stairs on the West of Reception

CE #115 - Concealment of Ret. Wall

Pre-existing Retaining wall needed to be concealed with a CMU.

CE #116 - American Legion Site Temporary Fencing

Temporary Fencing of former American Legion Site

CE #117 - New Shade Structures Installation

Addition of four (4) New Shade Structures

CE #118 - Baffles & Lights Conflict

Raising baffles due to conflict with lighting in Event Center.

CE #119 - Wood Fencing for HVAC Units

Addition of Wood Fencing in order to enclose relocated HVAC units.

CE #120 - Pool Pump Room Exterior Painting

Additional Painting in Locker Areas. Exterior Painting of Pool Pump Room

CE #121 - Roof Leader Relocation

Relocation of 12" Roof Leader due to conflict with splash pad vault location.

CE #122 - Remove & Replace 400 LF of Curb & Gutter

Removal and replacement of 400 LF of curb & gutter.

CE #123 - Ameristar Fencing in lieu of existing fence

Utilization of new Ameristar fencing in lieu of reusing existing fencing.

CE #124 - ADA door closers / automatic operators

Addition of automatic door closers per Owner Request.

CE #125 - Additional Door Jambs at Balcony Openings



Potential Change Order

Additional Door Framing at two openings.

CE #126 - RFP-10 Emergency Lighting Changes

Changes to Emergency Lighting per Fire Marshall Inspection

CE #127 - Boardwalk Double Gates

Entryway Gates addition to Boardwalk on each side.

CE #128 - Storm Pipe at Greenway

Addition of HDPE Storm Drain at Greenway.

CE #129 - Foundation Drains @ Locker Room

Installation of Foundation Drain behind locker room

CE #130 - Asphalt Binder Index Increase

Cost increase of Asphalt Binder

CE #131 - Area Drains and Catch Basin Add

Added Area drains, catch basins and concrete work for retaining wall drainage.

CE #133 - Radius Staking at Courtyard

Layout of radius curves in courtyard.

CE #134 - Additional 6' Chain Link Fencing at Retaining Wall

CE #135 - Additional Concrete Planter

Additional Planter added in area of previously designed step down.

CE #136 - Canopy Anchor Bolts

CE #137 - Doors Frames Hardware Changes

CE #138 - Additional Fencing at Slide Base - RFP #8

Additional Fencing at slide base by RFP # 8.

CE #139 - Concrete Apron at Service Road

Additional 216 SF concrete tie-in at service road to pool deck.

CE #140 - Reworking Concrete at Play Surface

Reworking concrete at play surface due to inadequate coverage of play surface per original design.

CE #142 - Additional Plantings

Additional Plants and Irrigation Changes

CE #143 - Additional Electrical Changes

Relocation of switch on History Wall due to conflict with exhibit.

CE #144 - GC's Final Extension

Additional General Conditions for Final Extension

CE #146 - Loop Road Paving Improvements

CE #147 - Unforeseen / Field Conditions

Unforeseen conditions encountered during construction of the HPCL Pool.

CE #148 - Design Directive Site & Storm Revisions

Design Directives including RFI answers and RFP costs.

CE #150 - Play Surface Credit / Additional Stone Pavers

Reduction in cost of play surface material due to change in manufacturers. Additional cost of stone pavers in lieu of grit material.

Item #	Description	Amount
1	Frame, hang and finish soffit Vest. 100 - 1st Floor	\$1,098.51
2	Frame, hang and finish soffit Vest. 200 - 2nd Floor	\$1,656.80
3	Plywood furring to install fascia board on Event Center	\$3,886.18



Potential Change Order

4	Historic Shower Shingles	\$1,775.60
5	PRV(s)	\$8,423.71
6	Additional Stone Masonry	\$10,575.00
7	Survey at Retaining Wall	\$2,390.50
8	Add'l tile Concessions	\$1,058.70
9	Add'l site stairs	\$12,356.00
10	Steel Rails Redesign	-\$2,256.00
11	Concealment of Ret. Wall	\$3,869.00
12	Fencing Rental & Removal	\$8,000.00
13	Shade Structure Footings	\$7,428.30
14	Painting Existing Structures	\$0.00
15	Steel Structure & Canopy Installation	\$0.00
16	New Shade Structure Footings	\$20,806.55
17	Raising Baffles due to Light Conflict	\$1,015.20
18	Additional Wood Fence for HVAC Yard	\$5,257.00
19	Locker Room Repainting	\$525.00
20	Pool Pump Room Exterior	\$3,008.00
21	12" Roof Leader Relocation	\$2,116.61
22	Remove & Replace Curb & Gutter	\$22,000.00
23	New Ameristar Fencing	\$30,216.00
24	ADA Closer Power	\$3,035.00
25	Automatic Door Operators	\$13,500.00
26	Additional Door Framing	\$6,168.00
27	Emergency Lighting Changes	\$1,976.00
28	6' Double Entry Gates	\$8,400.00
29	HDPE Storm Drain	\$1,840.00
30	Foundation Drains	\$0.00
31	Asphalt Binder Increase	\$0.00
32	Area Drains & Catch Basins	\$25,572.66
33	Courtyard Layout	\$405.00
34	260' Black Chain Link Fence	\$10,639.00
35	Additional Planter	\$5,621.41
36	Canopy Anchor Bolts	\$2,938.00
37	Returned Hardware Submittal Markups	\$1,040.81
38	Doors 208A, 209A Change to Wood	\$1,048.29
39	Revised Toilet Accessories	\$5,177.38
40	Mirrors Change to Frameless Glass	\$3,202.50
41	Doors 126 and 127 Change to FRP	\$2,135.00
42	Access Control Credit	-\$2,063.52
43	Provide Bobrick Soap Dispensers Sink L1, L3	\$800.63
44	Provide HM Frames in Lieu of Alum. 109, 110	\$1,165.00
45	Replace Frame 131 for Jamb Depth Change	\$763.26
46	Added Saddle Thresholds at 213 and 214	\$240.19
47	Added Drop Plates / Louver at Aluminum Doors	\$2,091.00
48	Drive Shafts, Locking Hubs & Replacement Pulls	\$1,275.66
49	Added Baby Changing Stations	\$3,602.81
50	Replacement L Shaped Grab Bars & Mirror	\$1,702.66
51	Toilet Accessories at Unisex Toilet 131 and 132	\$10,424.14
52	Fencing at Slide Base	\$6,389.00



Potential Change Order

53	Concrete Apron at Service Road	\$2,457.00
54	Rework Concrete at Play Surface	\$1,204.00
55	Additional Plants & Irrigation	\$9,700.00
56	Switch Relocation on History Wall	\$1,064.00
57	Additional General Conditions	\$51,318.00
58	Fee Change Order	\$23,151.12
59	Loop Road New Heavy Duty Paving	\$91,720.80
60	Corner Paving at Loop Road	\$11,253.00
61	ABC Stone Installation Under Pool Deck	\$13,536.00
62	6" Water Line Leak Repair	\$5,255.77
63	Additional Area Drain Piping	\$25,122.04
64	Pool Deck Drains	\$31,859.24
65	Decorative Yard Inlet Grate	\$1,825.94
66	Area Drain Pipe & Backfill at New Retaining Wall	\$2,964.98
67	Play Surface Credit	-\$4,416.00
68	Additional Stone Pavers Under Slides	\$5,308.00
Total:		\$537,620.43

SUBMITTED BY:

Samet Corporation
Contractor

AUTHORIZATION

City of High Point NC
Owner

By:

By:

Date:

Date:



City of High Point

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

Master

File Number: 2023-028

File ID: 2023-028

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Position Reallocation - Parks & Recreation - Recreation Coordinator (ASPIRE) Program

City Council is requested to approve a change to an existing part time, benefited Program Activity Leader position to a full time Recreation Coordinator position in our Adaptive Sports, Programs and Inclusive Recreation (ASPIRE) division by reallocating funding from and eliminating a part time Recreation Attendant position.

Notes:

Sponsors:

Enactment Date:

Attachments: 4. Position Reallocation – Parks & Recreation – Recreation Coordinator (ASPIRE) Program

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-028

CITY OF HIGH POINT

AGENDA ITEM



Title: Parks and Recreation Department Position Reallocation

From: Lee Tillery –Parks and Recreation Director

Meeting Date: January 17, 2023

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Personnel Request Form

PURPOSE:

Change an existing part time, benefited Program Activity Leader position to a full time Recreation Coordinator position in our Adaptive Sports, Programs and Inclusive Recreation (ASPIRE) division by reallocating funding from and eliminating a part time Recreation Attendant position.

BACKGROUND:

This reallocation allows for us to increase our full-time personnel in our ASPIRE division. This division provides services and programs for youth and adults with physical or developmental disabilities, including Miracle League, Special Olympics, Camp Ann, visually impaired programs and adaptive sports. The move to three time full time employees will allow us to better meet the increased need for services in this division and allow for more programming now and in the future. The change allows for a more efficient staff set up and enhances our ability to retain employees moving forward.

BUDGET IMPACT:

The additional budget impact in making this position reallocation totals \$4,220. Funds are available in the Parks and Recreation FY 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends approving this position reallocation as stated above.

City of High Point Personnel Request Form

(Press Tab or Shift Tab to move between fields. Then use File Save As to save your work to the appropriate folder)

Existing Position (if necessary)

Position number:	826	Current Salary:	30,851	Pay Grade:	
Department:	Parks & Recreation			Accounting Unit:	101421
Incumbent:	Timpani Troxler				
Staff:	Incumb Reassign:	yes	Incumb Displ:	no	No Change: no

New/Upgraded Position

Request Type:	New position no	Upgrade existing position yes
Position Title:	Recreation Coordinator - Special Pops	
Department:	Parks & Recreation	
Reports to:	Special Populations Supervisor (Leanne Lyons)	
Time Type:	Full Time yes	Part Time/ben no
	Police Sworn no	Non-Exempt yes
		Part Time/no ben no
		Exempt no
If the position is currently in the pay plan, what is the pay grade?	24	Proposed Salary 37,521

(If this request is for a new position or an existing position upgrade that is not currently in our classification system, please contact Human Resources to get the position classified.)

Justification

How will this position improve services to citizens and other service clients?

This position works in ASPIRE (Adaptive Sports, Programs & Inclusive Recreation) providing opportunities for people with disabilities. By changing this to full-time, it will allow us to offer more programs, including recreational therapy and challenger sports and work closer with volunteers and students. We will be upgrading existing PB position 826, eliminating PN Recreation Attendant position #1851 from 101004400075, with the remainder of the funding coming from the operating budget.

Is this position needed to bring the City into compliance with federal or state laws?

No

Is this position needed to improve the health or safety of citizens or city employees?

Yes. This position works with people with disabilities, a segment of the population with limited recreational opportunities. Participating in programs not only helps them physically, it offers opportunities for socialization and education which has a positive effect on their mental health and quality of life.

(Attach any additional information to support your request)

Budget Summary

Personnel Expenses

Proposed Salary	511101	37,521
FICA /Medicare	512201	2,870
Health	512101	8,808
Dental	512103	300
Retirement	512202	3,808
Life/AD&D	512102	191
Police LEO	512203	-
LEO 401k	512205	-

Total Personnel 53,499

Total Request 4,220

Other Related Costs

Computer	
Phone	
Tools	
Equipment	
Supplies	
Training	
Vehicle	
Other	

Total Other Costs -

Department Director Signature

Date

Budget Officer Signature

Date

Human Resources Documentation

Required Documentation MUST be attached for this request to be considered:

Revision Log - Must detail proposed changes against the current job description

HUMAN RESOURCES APPROVAL

Approved

☐

Denied--see justification attached

☐

Human Resources Director Signature

Date

Instructions: This worksheet contains protected cells; therefore, only the shaded cells should be filled out. Input the information:

Existing Position section - only fill out this section if an existing position is changing.

Pay Grade - If it is an existing position, select the current pay grade from the dropdown menu; likewise for the new position section. If it is a new position that is not in the pay plan, contact Human Resources to have a pay grade assigned.

Incumbent: Name of the person who is currently in the position.

Staff: This indicates what will happen to the incumbent person--reassignment, displacement, no change.

Request Type - Indicate if this is a new position or an upgrade to an existing position. If it is an existing position indicate the position number. These cells have a drop down yes/no selection.

Position title - Input the position title.

Reports to: Who the new person will report to.

Time Type - Indicate if this is a full time, part-time with benefits or part-time without benefits position. Also indicate if this is a Police Sworn position; and if it's exempt or non-exempt. These cells have drop down yes/no selections.

Salary: In the existing section, input the salary for the incumbent; in the new/upgrade position section, indicate the new salary requested. This figure will pull into the budget summary.

Justification - Fill out the justification questions. Additional information in support of the request can be sent to the Budget Office.

Budget Summary - Input the proposed salary based on the pay grade of the position. The associated benefits pays should calculate automatically. If this is a new position request input any other related costs necessary for the position to perform the job function. Additional information in support of the request can be sent to the Budget Office.



City of High Point

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

Master

File Number: 2023-029

File ID: 2023-029

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Resolution - Interlocal Agreement - Piedmont Discovery Application - Parks & Recreation

City Council is requested to adopt a resolution authorizing the execution of an updated interlocal agreement and expand upon the original agreement between City of High Point, Greensboro and Guilford County and speaks to additional responsibilities, while adding data providers including Gibsonville, Jamestown, Oak Ridge, Pleasant Garden, Stokesdale and Summerfield.

Notes:

Sponsors:

Enactment Date:

Attachments: 5. Resolution - Interlocal Agreement – Piedmont
Discovery Application – Parks & Recreation

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-029

CITY OF HIGH POINT

AGENDA ITEM

**Title: Interlocal Agreement – Piedmont Discovery Application****From:** Lee Tillery –Parks and Recreation Director**Meeting Date:** January 17, 2023**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Interlocal Agreement
Resolution Authorizing the Execution of An Interlocal Agreement

PURPOSE:

The Piedmont Discovery Project is an online application that provides a platform for the public to search and locate parks, trails and other recreational amenities located in High Point and nearby regions. The application was originally designed and implemented by and for the benefit of High Point, Greensboro and Guilford County. This update expands upon the original interlocal agreement between the three entities and speaks to additional responsibilities, while adding data providers including Gibsonville, Jamestown, Oak Ridge, Pleasant Garden, Stokesdale and Summerfield.

BACKGROUND:

The original interlocal agreement between the three parties (City of High Point, Greensboro and Guilford County) was executed in 2018. This agreement covered aspects of the collaboration based on the startup needs of the project, both financially and from a management standpoint. The application has been well received and has continued to grow where we need to update our agreement and outline management responsibilities from each party. New data providers are being included, but the overall management of the program will still reside within the three parties included in the agreement.

BUDGET IMPACT:

Funds are included in the Parks and Recreation Fiscal Year 2022-23 operating budget. These funds will be used for application maintenance, enhancement and marketing purposes.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends Council approve the agreement and the City Manager endorse the resolution authorizing the execution of the agreement.

NORTH CAROLINA

AMENDED AND RESTATED

GUILFORD COUNTY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into on _____ day of _____, 2023 by the **CITY OF GREENSBORO**, a municipal corporation in the state of North Carolina (“Greensboro”), the **CITY OF HIGH POINT**, a municipal corporation in the state of North Carolina (“High Point”), and **GUILFORD COUNTY**, a body politic and corporate (“County”). Greensboro, High Point and County will hereafter be individually known as “Party” and collectively known as “Parties.”

WITNESSETH

WHEREAS, the Parties entered into that certain Interlocal Agreement dated July 17, 2018, for the purposes of developing an online park and trail locator application (the “Original Interlocal Agreement”); and

WHEREAS, the Parties have successfully developed the online park and trail locator application for mobile users, known as “Piedmont Discovery,” which provides a platform for the public to search for and find parks, trails, and amenities that are managed by each of the Parties (hereinafter the “Project”); and

WHEREAS, the Parties desire to amend and restate the Original Interlocal Agreement in its entirety; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provides that units of local government may enter into agreements in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the governing bodies of the City of Greensboro, City of High Point and Guilford County finding that this Agreement is in the best interest of the public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and

THEREFORE, in conjunction of the mutual covenants, terms and conditions contained in this Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt, and sufficiency of which is acknowledged by Greensboro, High Point and Guilford County, the Parties agree as follow:

1. **Decision-making.** Decisions regarding directing the Project, marketing efforts, and growth of the regional application shall be made collaboratively by the Parks and Recreation Directors of Greensboro, High Point, and Guilford County or their designees. In the event of disagreement, Greensboro, High Point, and Guilford County shall each have one vote (through the respective Parks and Recreation Directors or their designees) and a majority vote shall control. The Parks and Recreation Directors or their designees shall use Robert’s Rules of Order for parliamentary procedure, voting, decision making, and the like if less formal

efforts do not result in unanimity. The Project shall be for the benefit of the region, and not specifically for one Party. Greensboro's IT/GIS Division shall be responsible for hosting the data for the Project and maintaining the framework of the application. Other decision-making duties of Greensboro, High Point, and Guilford County subject to this paragraph include, but are not limited to, the following:

- a. In conjunction with Greensboro IT/GIS Division, they shall review the request of any new party that would like to be added to the Project.
- b. They shall review, negotiate, and approve any Project marketing, updates, and expansions.

2. **Project Logo.** The Project shall continue to be branded with the Piedmont Discovery logo, not individual Party's logos. The Parties agree to a joint ownership of the logo between Greensboro, High Point and Guilford County. The Parties shall adhere to mutually agreed upon data format. Greensboro's IT/GIS Division shall hold copyright protection in accordance with the Apple Store and Google Play store application requirements. Greensboro's copyright protection rights, however, shall not limit any party's rights in the data that it supplies or in its ability to use or publish its data.
3. **Environmental Systems Research Institute (ESRI).** The ESRI software platform is a requirement for all current and futures Parties and Data Providers. Greensboro's IT/GIS Division shall provide comments and usage data to each Party on a quarterly basis, or when requested if sooner. The Parties agree to consistently update the ESRI files for the parks and trails simultaneously with public information releases. If a Party has parks or trails open to the public and fails to review its data on an annual basis, that Party shall have sixty (60) days' notice to review the data. If it does not, the Party shall lose its right to vote until it reviews (and updates as needed) its data.
4. **Data Storage.** Data storage shall be centralized, with initial housing by Greensboro, with future discussions to move data housing to private data storage servers. If Greensboro IT/GIS Division determines it can no longer house the data, and the Parties cannot agree to private data storage, then the Greensboro IT/GIS Division may decentralize data storage back to each jurisdiction, after providing ninety (90) days' notice. Data structures shall remain identical for all participants. For further development of the application outside of Guilford County, a third-party vendor will likely need to be contracted and hired (and the agreement updated).
5. **Addition of Data Providers.** For any potential new unit of local government or other new party that would like to be added to the Project ("Data Provider"), the Parties and the City of Greensboro IT/GIS Division shall review the request and provide a response within forty-five (45) days of the request. The Parties shall decide, in accordance with Robert's Rules of Order, on the addition of any new Data Provider. Any new Data Provider shall agree to terms of the Project, including but not limited to the ESRI platform, and complete a Data Provider Information Release form. Decision making shall remain with Greensboro, High Point, and Guilford County. Gibsonville, Jamestown, Oak Ridge, Pleasant

Garden, Stokesdale and Summerfield have agreed, at no cost to them, to be Data Providers to the Project.

6. Financial Obligations.

- a. **Application Maintenance.** The maintenance of the Project shall be financed by Greensboro, High Point and Guilford County as tenants in common, with each party having an undivided one-third interest in the cost of the application maintenance. All application maintenance costs shall be shared equally by Greensboro, High Point and Guilford County and one-third of such costs advanced by one shall be reimbursed by the two other parties.
- b. **Application Enhancement and Marketing.** Ongoing cost for marketing and enhancement/expansion of the application shall be split by all parties as follows: 60% Greensboro, 20% High Point, and 20% Guilford County. The cost should be negotiated starting in FY 22-23 for marketing and application updates and expansion. The Parties shall review and vote on any marketing and application updates and expansion. This will include but is not limited to promotional items, multimedia marketing, proposal for expansion and determination of application upgrades.

Costs reimbursable hereunder include only actual hard, out-of-pocket expenses paid to third parties. Thus, without limitation, it does not include staff time.

7. **Term.** This Agreement shall be effective upon execution by all Parties and shall continue for a term of three years, from the date of execution by all Parties, or until termination as provided for by this Agreement. The terminating Party shall be entitled to a digital, current copy of the database used to support the Project.
8. **Termination.** Any Party may terminate this Agreement at any time by giving a ninety (90) day written notice of such termination to the other Parties. Upon termination of the Agreement, outstanding contributions shall be paid by the terminating Party, and all data of Party leaving this Agreement will be removed from the application. Any and all parties remaining in said agreement have all rights reserved to continue the functionality of the Project's Piedmont Discovery application for the duration of this agreement.
9. **Notice.** All notices and other communications required or permitted by this agreement shall be in writing and shall be given either by personal delivery, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows:

To Greensboro:
City of Greensboro
Attn: Parks and Recreation Director
301 S. Greene St, Suite 300
Greensboro, NC 27401
Email: phillip.flieschmann@greensboro-nc.gov

With a copy to:

City of Greensboro
City Attorney's Office
P.O. Box 3136
Greensboro, NC 27402-3136

To High Point:

City of High Point
Attn: Parks and Recreation Director
136 Northpoint Ave.
High Point, NC 27265
Email: Lee.Tillery@highpointnc.gov

With a copy to:

City of High Point
City Attorney's Office
P. O. Box 230
High Point, NC 27261
Email: Meghan.Maguire@highpointnc.gov

To County:

Guilford County
Attn: Parks and Recreation Director
301 West Market St
Greensboro, NC 27401
Email: dgodwin@guilfordcountync.gov

A change of address, fax number, or person to receive notice may be made by any Party by notice given to the other Parties. Any notice or other communication under this Agreement shall be deemed given and sent at the time of actual delivery, if it is personally delivered. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

10. Miscellaneous

(a) Governing Law and Forum. This agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Guilford County. Such actions shall neither be commenced in nor removed to federal court.

(b) Waiver. No action or failure to act by any of the Parties shall constitute a waiver of any of their rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this agreement shall be deemed or construed so as in any way stop, limit, or impair the Parties from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Compliance with Law. The Parties shall comply with all applicable law. They will each comply with bid restrictions, if any, and laws including N.C.G.S. 143-129(j) regarding E-Verify, where applicable.

(f) Relationship Between the Parties. The Agreement shall not under any circumstances be construed to make the Parties partners, joint venturers, or Parties to similar relationships with each other.

(g) No Third Party Rights Created. This Agreement is intended for the benefit of the Parties and not any other person.

(h) Principles of Interpretation and Definitions.

(1) The singular includes the plural and the plural the singular. The pronoun “it” and “its” include the masculine and feminine References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “include,” “including,” etc., shall mean include, including, etc., without limitation.

(2) References to a “Section” or “section” shall mean a section of this agreement.

(3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument.

(4) “Duties” include obligation.

(5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(6) The word “shall” is mandatory.

(7) The word “day” means calendar day.

(8) A definition in this Agreement will not apply to the extent the context requires otherwise.

(i) Modification. A modification or amendment of this Agreement is not valid unless signed by the Parties and otherwise in accordance with requirements of the law.

Further, a modification is not enforceable unless it is signed by each Party by a Manager, or a Deputy or Assistant Manager. This Agreement contains the entire Agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

(j) Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

IN WITNESS WHEREOF, each Party has its hands and seals as of the day and year first above written.

SEPARATE SIGNATURE PAGES TO FOLLOW

CITY OF GREENSBORO

Chris Wilson
Greensboro Asst. City Manager

Date

ATTEST:

Angie Lord
Greensboro City Clerk

Date

(CITY SEAL)

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

Deputy Greensboro City Finance Officer	Date
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Approved as to Form:

Deputy Greensboro City Attorney Date

CITY OF HIGH POINT

Greg Ferguson	Date
High Point Deputy City Manager	

ATTEST:

Sandra R. Keeney	Date
High Point City Clerk	

(CITY SEAL)

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

Bobby Fitzjohn	Date
High Point Finance Officer	

Approved as to Form:

Meghan Maguire	Date
Interim High Point City Attorney	

GUILFORD COUNTY

Michael Halford
Guilford County Manager

Date

ATTEST:

Robin B. Keller
Guilford County Clerk to Board

Date

(COUNTY SEAL)

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

John Barfield
Interim Guilford County Finance Director

Date

**RESOLUTION APPROVING AN
AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR THE PIEDMONT DISCOVERY APPLICATION**

WHEREAS, the North Carolina General Statutes Chapter 160A, Article 20 provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking, and the contracts and agreements shall be of reasonable duration and ratified by resolution of the governing board of each unity spread upon its minutes; and

WHEREAS, the City of High Point, City of Greensboro, and Guilford County are units of local government (collectively the “Parties”); and

WHEREAS, the Parties entered into that certain Interlocal Agreement dated July 17, 2018, for the purposes of developing an online park and trail locator application for mobile users, known as the “Piedmont Discovery” application (the “Original Interlocal Agreement”); and

WHEREAS, the Parties desire to amend and restate the Original Interlocal Agreement in its entirety to update its provisions as appropriate; and

WHEREAS, the City Council of the City of High Point finds that it is in the best interest of the public safety and welfare of its citizens to enter into this Amended and Restated Interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves the Amended and Restated Interlocal Agreement between the City of High Point, City of Greensboro, and Guildford County, for providing the Piedmont Discovery application, a platform for the public to search for and find parks, trails, and amenities, to its citizens.

Adopted this the 17th day of July, 2023.

Jay W. Wagner, Mayor

ATTEST:

Sandra Keeney
City Clerk



City of High Point

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

Master

File Number: 2023-030

File ID: 2023-030

Type: Agreement

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Agreement - Three Party - United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding - Improvements to Elm Street and Construct Phases 1-3 Southwest Heritage Greenway

City Council is requested to consider a Three-Party Agreement with the United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding in the amount of \$28,489,089 for construction improvements to Elm Street and construct the Phases 1-3 of the Southwest Heritage Greenway within City Limits.

Notes:

Sponsors:

Enactment Date:

Attachments: 6. Agreement – US Depart of Transportation (USDOT) NC Depart of Transportation (NCDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-030

CITY OF HIGH POINT

AGENDA ITEM



Title: Three-Party Agreement with USDOT and NCDOT for RAISE funding to construct improvements to Elm Street and Phases 1-3 of the Southwest Heritage Greenway

From: Andrew Edmonds,
Transportation Planning Administrator
Greg Venable,
Transportation Department Director

Meeting Date: Tuesday January 17, 2023

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Agreement, Agreement Terms and Conditions, and Agreement Exhibits

PURPOSE:

Consideration of a Three-Party Agreement with the United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding to construct improvements to Elm Street and construct the Phases 1-3 of the Southwest Heritage Greenway within City Limits.

BACKGROUND:

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) is a Federal discretionary grant program that allows USDOT to invest in road, rail, transit, and port programs that achieve a defined set of national objectives. High Point submitted this project for consideration in coordination with NCDOT Integrated Mobility Division and Southwest Renewal Foundation and was awarded FY 2021 RAISE funding by USDOT. Once the agreement is fully executed, we can move forward with a Request for Proposals for design of the project will be advertised. Construction is anticipated to begin in fall of 2024 with an anticipated completion of October 31, 2028.

The total cost of this project is \$28,489,089 which the City will budget and get reimbursed as work is completed. Of this amount, the USDOT is responsible for \$19,801,253, which is 69.5% of the total project cost. The City also received \$1,500,000 in Community Project Funding/Congressionally Directed Spending from US Department of Housing and Urban Development and \$200,000 in Spot Safety Program funds from NCDOT. The City is responsible for the remaining project cost of \$6,987,836.

BUDGET IMPACT:

Funding requirements will be appropriated at a later date via budget ordinance amendment.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends approval of this Agreement.

City Council's consideration of this request is appreciated. Transportation staff will be available at the Monday January 17th meeting to address questions.

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2021 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”), North Carolina Department of Transportation (the “**Recipient**”), and the City of High Point (the “**First-Tier Subrecipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the High Point on the RISE.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects,” dated June 6, 2022, which is available at <http://go.usa.gov/xJKa5>. Articles 8–31 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2

APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: High Point on the RISE

Application Date: July 12, 2021

2.2 Award Amount.

RAISE Grant Amount: \$19,801,253

Federal Obligation Type: Multiple

RAISE Grant Allocation Table	
Portion of the Project	Allocation from RAISE Grant
Base Phase: Preliminary Engineering	\$5,000,000
Option Phase 1: Right of Way Acquisition	\$2,000,000
Option Phase 2: Construction Component 2: North Elm Street Complete Streets + Streetscape	\$6,175,180
Option Phase 3: Construction Component 1: Southwest Heritage Greenway	\$6,626,073

Future Obligation Conditions Table	
Portion of the Project	Condition
Option Phase 1: Right of Way Acquisition	If the FHWA State Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements
Option Phase 2: Component 2: North Elm Street Complete Streets + Streetscape	If the FHWA State Division Office approves the PS&E for Component 2 and the Recipient has met all applicable Federal, State, and local requirements.

Future Obligation Conditions Table	
Portion of the Project	Condition
Option Phase 3: Component 1: Southwest Heritage Greenway	If the FHWA State Division Office approves the PS&E for Component 1 and the Recipient has met all the applicable Federal, State, and local requirements.

2.3 Award Dates.

Budget Period End Date: June 30, 2029

2.4 Urban or Rural Designation.

Urban-Rural Designation: Rural

2.5 Capital or Planning Designation.

Capital-Planning Designation: Capital

2.6 Federal Award Identification Number. The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

This project will construct approximately 3.5 miles of shared use greenway, approximately 0.8 miles of Complete Streets, and two blocks of bicycle boulevard in High Point, North Carolina.

3.2 Project's Estimated Schedule.

Milestone	Schedule Date
Planned Preliminary Engineering Completion Date:	May 31, 2023
Planned Right-of-Way Certification Date:	April 30, 2024
Component 1: North Elm Street Complete Streets + Streetscape	
Planned Construction Substantial Completion and Open to Traffic Date:	March 31, 2028

Milestone	Schedule Date
Component 2: Southwest Heritage Greenway	
Planned Construction Substantial Completion and Open to Traffic Date:	October 31, 2028

3.3 Project's Estimated Budget.

Eligible Project Costs	
RAISE Grant Amount:	\$19,801,253
Other Federal Funds:	\$1,500,000
Non-Federal Funds:	\$7,187,836
Total Eligible Project Cost:	\$28,489,089

ARTICLE 4 CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

None. The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 17.1(a) on some conditions related to the Project's estimated schedule, as listed in section 3.2.

ARTICLE 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier

Recipient's Unique Entity Identifier: XSN8A4TT1DY5

5.2 Recipient Contact(s).

Gretchen A. Vetter
 Federal Grants Manager
 North Carolina Department of Transportation Programs Management Office
 1595 Mail Service Center, Raleigh, NC 27699-1595
 (919) 707-4740
gavetter@ncdot.gov

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Suzette Morales, PE
Planning & Environment Specialist
Federal Highway Administration
310 New Bern Avenue, Suite 410, Raleigh, NC 27601
(919) 747-7351
Omojojadavwe.Morales@dot.gov

**ARTICLE 6
USDOT ADMINISTRATIVE INFORMATION**

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

**ARTICLE 7
SPECIAL GRANT TERMS**

7.1 Subaward to First-Tier Subrecipient.

- (a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.
- (b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.
- (c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.2 First-Tier Subrecipient Statements and Responsibilities.

- (a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.
- (b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

7.3 State Oversight Responsibilities. For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ATTACHMENT A STATEMENT OF WORK

This project will construct approximately 3.5 miles of shared use greenway and approximately 0.8 miles of Complete Streets in High Point, North Carolina.

Preliminary Engineering:

- Engineering design
- Environmental studies and NEPA document preparation
- Final design and construction documents

Right-of-way

- Appraisals
- Right-of-way acquisition
- Temporary Construction Easements

Construction

Component 1: Southwest Heritage Greenway

Construct 3.5 miles of shared-use, multimodal pathway between the mass transit facility downtown, Harvell Park, and Goldston Park. Construct enhanced pedestrian crossings with Rectangular Rapid Flashing Beacons at mid-block crossings as well as improvement to pedestrian facilities at intersections. Construct pedestrian signals at Taylor Avenue and W Green Drive and W Ward Avenue and W Green Drive. Install wayfinding signage, construct ADA compliant bus stops along corridor, and construct kiosks at Goldston and Harvell Parks.

Component 2: North Elm Street Complete Streets + Streetscape

Construct 0.8 miles of shared-use, multimodal pathway between Sunset Drive and W Commerce Avenue. Reconstruct or expand sidewalk to accommodate accessible walking and biking along the corridor. Construct pedestrian accommodations at Elm Street and Church Avenue. Install street trees, wayfinding, and on-street parking. Provide updates to aging water and sewer infrastructure. Construct bike and pedestrian improvements and streetscaping improvements on the half-block to High Point Transit Station and the High Point Amtrak train station.

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

The following tables supplement the budget information in section 3.3.

Non-RAISE Previously Incurred Costs	
Other Federal Funds:	\$0
Non-Federal Funds:	\$7,416,040
Total:	\$7,416,040

Eligible Costs					
	Preliminary Engineering	Right of Way Acquisition	Component 1: Southwest Heritage Greenway	Component 2: North Elm Street Complete Streets + Streetscape	Total
RAISE Funds:	\$5,000,000	\$2,000,000	\$6,626,073	\$6,175,180	\$19,801,253
Other Federal Funds:	\$0	\$0	\$0	\$1,500,000	\$1,500,000
Non-Federal Funds:	\$0	\$0	\$1,000,000	\$6,187,836	\$7,187,836
Total:	\$5,000,000	\$2,000,000	\$7,626,073	\$13,863,016	\$28,489,089

2. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Preliminary engineering	\$5,000,000	\$0	\$5,000,000
Right-of-way acquisition	\$2,000,000	\$0	\$2,000,000
Construction	\$26,155,129	\$7,416,040	\$18,739,089
Contingency	\$2,750,000	\$0	\$2,750,000
Project Total	\$35,905,129	\$7,416,040	\$28,489,089

ATTACHMENT C PERFORMANCE MEASUREMENT INFORMATION

Study Area: Data will be collected from locations in the area bounded by Sunset Drive, Lindsay Street, N Main Street, and W Commerce Avenue for Component 2: Elm Street Complete Streets and Streetscape and the area bounded by W Green Drive, W Ward Avenue and Elm Street for Component 1: Southwest Heritage Greenway. Additionally, Component 3: Montlieu Avenue/Sunset Drive Complete Streets Connector

Baseline Measurement Date: December 31, 2024

Baseline Report Date: February 28, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Bike and Pedestrian Counts/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.	quarterly
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	quarterly

ATTACHMENT D CHANGES FROM APPLICATION

Scope

Remove Project Component 3: Montlieu Avenue/Sunset Drive Complete Streets Connector from RAISE. Component 3 will be constructed using City of High Point and private fund sources. Private funds have been offered with the contingency of delivering the project quicker than what is feasible with the RAISE project delivery schedule. Once built, this project will provide the same cross-section as what was proposed in the original RAISE application.

The RAISE grant project will include preliminary engineering (PE), right of way acquisition (ROW), and construction of Components 1 and 2.

Therefore, the removal of Component 3 reduces the Complete Streets improvements by 0.4 miles. The application states “approximately 1.2 miles of Complete Streets improvements” and the grant agreement now states, “approximately 0.8 miles of Complete Streets improvements”.

Because Component 3 was in the scope of the award at the time of selection and was removed to accommodate the recipient’s preferred schedule, Component 3 is still included in Attachment C in the performance measurement study area.

Recipient change: NCDOT provided technical assistance to the City of High Point to prepare the application with the understanding that the City of High Point would be the subrecipient of the grant funds. If the project was selected for a RAISE grant, then NCDOT intended to act as a pass through for the City of High Point. The City of High Point would administer the project through the NCDOT’s Local Public Agency Program. The SF-424 submitted with the application shows the NCDOT as the applicant but should have identified the City of High Point as the applicant. Therefore, the Recipient is being changed from NCDOT to the City of High Points, and the grant will be administered through a State DOT pass through agreement.

Schedule

The application schedule shows the Bidding and Construction timeline for Southwest Heritage Greenway component taking place from Q3 2024- Q4 2026. The current scheduled described in Section 3.2 in the grant agreement shows the Substantial Completion and Open to Traffic Date for the Southwest Heritage Greenway component wrapping up October 31, 2028 (Q4). The two additional years for construction are due to design refinements and resulting additional design review times and a refined project schedule that occurred after application submission.

The application schedule shows the Bidding and Construction timeline for Elm Street component taking place from Q2 2024- Q1 2026. The current scheduled described in Section 3.2 in the grant agreement shows the Substantial Completion and Open to Traffic Date for the Elm Street component wrapping up March 31 2028 (Q1). The two additional years for construction are due to design refinements and resulting additional design review times and a refined project schedule that occurred after application submission.

Budget

Shift federal funding from Project Component 3: Montlieu Avenue/Sunset Drive Complete Streets Connector to the remainder of the RAISE project. Since the submittal of the original application, construction bids received by the City of High Point have come in significantly higher than anticipated. As an example, Project Component 3: Montlieu Avenue/Sunset Drive Complete Streets Connector was originally estimated to cost \$5,309,799, but the winning bid was awarded for \$7,416,040. These higher construction costs are not unique to the city. Inflation, labor shortages, rising material costs, rising fuel costs, material delivery delays, and inflated land value all play a major role in these rising costs. Due to the uncertain future of construction costs, the City requests federal-aid be shifted from Project Component 3: Montlieu Avenue/Sunset Drive Complete Street Connector to the remainder of the RAISE project.

Remove right-of-way funding source from the non-profit organization, Southwest Renewal Foundation of High Point, for Project Component 1: Southwest Heritage Greenway.

Southwest Renewal Foundation was awarded a \$900,000 grant from the North Carolina Land and Water Fund, a program funded by the state of North Carolina. The fund is for the purchase and conservation of tracts of land. There are limitations to what can be developed on land purchased with these funds. Greenways are allowed to be built on the land. However, the purchased land would exceed what is necessary for greenway right-of-way. In addition, the grant has time limitations which would risk loss of funds prior to RAISE right-of-way authorization. The change would remove local commitment funds previously provided by the Southwest Renewal Foundation and allow the foundation to acquire properties independent of RAISE and within the requirements and time limit of their grant. The Southwest Renewal Foundation will acquire the parcels following all Uniform Act, 23 CFR part 710 and North Carolina Department of Transportation (NCDOT) ROW Manual requirements and the acquisition will be certified by NCDOT. The City of High Point will submit certification documents to NCDOT on Southwest Renewal Foundation's behalf at the request of NCDOT.

After the Southwest Renewal Foundation completes the acquisition of the parcels with their grant from the North Carolina Land and Water Fund, the City of High Point will start their right-of-way acquisition process to construct the greenway. The City of High Point anticipates donation of easements for the greenway from the Southwest Renewal Foundation acquisitions.

Add additional federal funding from Appropriations Bill. The City of High Point was awarded Community Project Funding/Congressionally Directed Spending specific to the RAISE project corridor totaling \$1,500,000. Title II of Division L of the Consolidated Appropriations Act, 2022 (Pub. L. 117-103) set aside \$1,516,409,207 from the Department of Housing and Urban Development's Community Development Fund for grants for the Economic Development Initiative for Community Project Funding/Congressionally Directed Spending. The Community Project Funding Item is identified as the High Point Multi-Modal Connector Greenway in the FY22 Appropriations. Funding from the Economic Development Initiatives account does not have a match requirement.

The following table provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds			7,416,040	20.7
Total Previously Incurred Costs			7,416,040	20.7
Future Eligible Project Costs				
RAISE Funds	19,801,253.19	71	19,801,253	55.1
Other Federal Funds			1,500,000 ¹	4.2
Non-Federal Funds	\$8,087,835.81	29	7,187,836	20.0
Total Future Eligible Project Costs	27,889,089		28,489,089	79.3
Total Project Costs	27,889,089	100	35,905,129	100

¹FY22 Appropriations/Omnibus Funding Source:

Community Project Funding/Congressionally Directed Spending

- Transportation, Housing and Urban Development, and Related Agencies
 - Agency: Department of Housing and Urban Development
 - Account: Economic Development Initiatives

Note: Economic Development Initiative projects do not have a match requirement

References for FY 22 Appropriations Funds

FY 22 THUD Funded CPG Projects -

<https://appropriations.house.gov/sites/democrats.appropriations.house.gov/files/documents/FY%2022%20THUD%20Funded%20CPF.pdf>

Congressionally Directed Spending Eligible Accounts -

<https://www.markey.senate.gov/imo/media/doc/Congressionally%20Directed%20Spending%20Accounts%20FY22.pdf>

ATTACHMENT E
APPROVED PRE-AWARD COSTS

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

ATTACHMENT F CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

This project creates alternatives to driving allowing for people to replace their automobile trips with transit, walking, or biking trips. The project's extension of multimodal paths and connections to transit will allow an easier way for people to get around downtown High Point and throughout the region without driving. These investments typically lead to a reduction in Vehicle Miles Traveled (VMT), improving congestion and reducing emissions, as well as the amount of paved surfaces needed for parking. Walking and biking also have low land-use impacts and no direct air and water pollution, reducing health risks. Increased opportunities for active transportation can have a ripple effect in terms of public health impacts from increased physical activity to improved mental health, as well as a reduction in exposure to pollution. It is anticipated with the implementation of this project, 44,921 metric tons of carbon dioxide will be reduced over a 20-year period.

ATTACHMENT G RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The High Point on the RISE project will connect the low-income communities of downtown and southwest High Point to larger greenway networks and to the regional transit hub serving both rail and bus services. The project will be a step in the process of building a complete, citywide network of sidewalks and greenways and help further connect communities that have been previously subject to disinvestment. This plan will create opportunities for access to regional jobs and other key destinations for those who don't have access to motor vehicles.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Chris Peoples, PE

	Name
	Chief Engineer

	Title

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF HIGH POINT, NORTH CAROLINA

_____	By: _____
Date	Signature of First-Tier Subrecipient's Authorized Representative
	Tasha Logan Ford
	_____ Name
	City Manager
	_____ Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	John F. Sullivan, III

	Name
	FHWA North Carolina Division Administrator

	Title



City of High Point

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

Master

File Number: 2023-007

File ID: 2023-007

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/06/2023

File Name:

Final Action:

Title: Contract - Rebuild-It Services Group, LLC

To hire Rebuild-It Services Group to perform additional work on DAF #3 (dissolve air flotation thickener) at the Eastside Wastewater Treatment Plant (WWTP).

Notes:

Sponsors:

Enactment Date:

Attachments: Council Agenda Item-Eastside WWTP DAF #3, RSG Back Pressure Valve Replacement Proposal- High Point, NC Q123927-B

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-007

CITY OF HIGH POINT

AGENDA ITEM



Title: Eastside WWTP- DAF #3
Rebuild-It Services Group, LLC

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

Meeting Date: January 17, 2023

Public Hearing: No

Advertising Date: N/A
Advertised By: N/A

Attachments: Attachment A – Quote

PURPOSE: To hire Rebuild-It Services Group to perform additional work on DAF #3 (dissolve air flotation thickener) at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: There are 3 dissolved air flotation (DAF) thickeners at the Eastside WWTP. The DAF thickeners receive wasted activated sludge and scum from the final clarifiers, thicken the sludge, and then the sludge is pumped to the sludge blending tanks. Rebuild-It Services Group was originally hired to install a refurbished gear drive on DAF #3 for \$86,960. During the work, it was discovered that the back pressure valve assembly in the DAF unit is in poor condition and needs to be replaced. The Public Services Department intends to utilize Rebuild-It Services Group to perform the necessary work to replace the existing back pressure valve assembly for \$39,846.00.

BUDGET IMPACT: Funds for this project are available in the FY 2022-2023 budget.

RECOMMENDATION / ACTION REQUESTED: Public Services is requesting approval to increase PO # 109987 for Rebuilt-It Services from the amount of \$86,960 to the amount of \$126,806 for the additional work to repair DAF #3.



Location of DAF #3 at the Eastside WWTP



Example of a rebuilt drive unit



PROPOSAL DATE: December 13, 2022

PROPOSAL NUMBER: Q123927-B

PREPARED FOR:

City of High Point
High Point, NC 27261
Attention: John Thomas
PH: 336-688-6869
E-Mail: john.thomas@highpointnc.gov

SCOPE OF WORK:

Supply and install back pressure valve & parts for a 45' dia. DAF Mechanism. Part of sales order No. 51570.

PREPARED BY:

Rebuild-it Services Group, LLC.
4188 West Nike Drive
West Jordan, Utah 84088
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com



PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal to supply back pressure valve and parts with installation for an existing Envirex 45' dia. DAF mechanism. This is part of original SO# 51570. Reference Envirex drawing 19189-04.

SCOPE OF WORK:

DAF COMPONENTS:

To include the following:

- Handwheel 10"
- Bushing
- Pressure gauge
- Ball valves – ½ npt
- 4" flange gaskets
- Assembly bolts
- Shipping to job site (freight included)
- Engineering
- Installation hardware
- 2-year warranty

RSG TURN-KEY LABOR SERVICES:

- The scope of work for this project is as follows:
- Site mobilization and travel time to the job site.
- Removal of existing back pressure valves and parts
- Installation of new valve and components
- Crane, mats, rigging equipment if needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.



This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager.
- Temp facilities including porta-johns and disposal bins.
- Grouting of the tank or concrete work.
- No coating on site- touch up paint only if needed.
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.
- Parts not mentioned above

PRICING:

Pricing to supply 4" back pressure valve components and labor services as described above.....\$39,846.00

- Materials and engineering \$20,906.00
- Labor services \$18,940.00

Total \$39,846.00

SCHEDULE:

Delivery of components: 5-6 weeks.

Labor services: 1-2 days

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Sentry Equipment
P.O. Box 1493
West Jordan, Utah 84084
Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,200.00 per day plus expenses.

Carbon and Stainless-Steel Escalation: Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at www.steelbb.com.

WARRANTY & TERMS AND CONDITIONS:



Proposal No. Q123927-B

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within three (3) years following initial start-up, or three (3) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

TERMS AND CONDITIONS:



Proposal No. Q123927-B

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest



Proposal No. Q123927-B

thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



City of High Point

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

Master

File Number: 2023-009

File ID: 2023-009

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/06/2023

File Name:

Final Action:

Title: Change Order No. 7 - Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project, Garney Companies Inc.

To approve Change Order No. 7 to Garney Companies Inc. of an additional manhole and pipe stub-out that will be paid by the Town of Archdale, NC. The Change Order includes related labor, materials, equipment, and overhead outside of the scope of the original contract for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project which is currently under construction.

Notes:

Sponsors:

Enactment Date:

Attachments: Agenda Item- CO 7 Richland Creek Aerial Outfall-Garney, Attachment A Change Order Number 7

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-009

CITY OF HIGH POINT

AGENDA ITEM



Title: Change Order No. 7 - Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project, Garney Companies Inc.

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

Meeting Date: January 17, 2023

Public Hearing: No

Advertising Date: June 18, 2021

Advertised By: Purchasing

Attachments: Attachment A, Change Order Number 7

PURPOSE: To approve Change Order No. 7 to Garney Companies Inc. of an additional manhole and pipe stub-out that will be paid by the Town of Archdale, NC. The Change Order includes related labor, materials, equipment, and overhead outside of the scope of the original contract for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project which is currently under construction.

BACKGROUND: City Council approved the contract for the Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project to Garney Companies Inc. on August 16, 2021. The current amount of the contract is \$16,655,371.43. The Richland Creek Sewer Outfall conveys approximately 5 million gallons per day of sewage to the Eastside Wastewater Treatment Plant. The scope of the project is to replace the 16 aerial crossings (totaling approximately 5,600 feet) with new 48-inch diameter spiral-weld steel pipe (WSP).

This Change Order will incorporate changes to the Richland Creek Sewer Outfall project for the Town of Archdale. Currently, the Town of Archdale discharges sewer into the Richland Creek Sewer Outfall thru a 21-inch sewer pipe. This connection will be upgraded to a 30-inch sewer pipe to accommodate a future sewer system upgrade by the Town of Archdale. These improvements will eliminate the need for a near-future sewer bypass of the Richland Creek Outfall.

BUDGET IMPACT: Funding for this change order is currently available in the FY 2022-2023 CIP budget. The Town of Archdale will reimburse the city for this work through an inter local agreement/reimbursement agreement.

RECOMMENDATION / ACTION REQUESTED: Public Services is recommending that Council approve Change Order No. 7 to Garney Companies Inc. in the amount of \$297,918.40, and a 14-day extension to the contract end date. Upon approval of Change Order No. 7, the new total contract amount will be increased to \$16,953,289.83 and the adjusted contract completion date will be November 11, 2023.



The current Archdale sewer system at the Richland Creek Outfall tie-in



The 16 aerial segments of the Richland Creek Outfall. The Archdale sewer tie-in is near Aerial 3.



5400 Glenwood Avenue, Suite 400
Raleigh, NC 27612
tel: 919-325-3500

December 29, 2022

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 S. Hamilton, Room 206
High Point, NC 27260

Subject: Richland Creek Aerial Sewer Replacement Project – Installation of an Additional Manhole and Pipe Stub for a Future Connection as Requested by the Town of Archdale

Dear Mr. Boone:

At the request of the Town of Archdale, to facilitate an intended future connection to the existing 48" interceptor that is currently under construction, an additional manhole with a 20-foot stick of 30" ductile iron pipe extending out will be installed near Aerial #3. Installing these components at this time versus in the future when the proposed work by the Town of Archdale is installed will eliminate the need to utilize a bypass pump set-up of the existing 48" interceptor for the installation of this manhole.

Garney Construction has submitted a proposed in the amount of \$297,918.40 for the changes noted above. After reviewing the contents of this proposal, CDM Smith recommends that the City of High Point accept this proposal.

Sincerely,

A handwritten signature in blue ink, reading "Daniel C. Williams".

Daniel Williams
Construction Manager
CDM Smith Inc.

cc: J. Lapsley
M. Pollard



Change Order No. 7

Date of Issuance: December 20, 2022	Effective Date: December 20, 2022
Owner: City of High Point	Owner's Contract No.: 01-072821
Contractor: Garney Construction	Contractor's Project No.: 2356
Engineer: CDM Smith	Engineer's Project No.: 141904-220453
Project: Richland Creek Sewer Outfall – Aerial Sewer Pipe Replacement	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Description: Installation of a new manhole and pipe as requested by the Town of Archdale for a future connection to the 48" interceptor.

Attachments: *Garney Construction Invoice dated 12/12/2022*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>16,387,400.00</u>	Original Contract Times: Substantial Completion: <u>August 16, 2023</u> Ready for Final Payment: <u>August 16, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ <u>267,971.43</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>43</u> Ready for Final Payment: <u>43</u> days
Contract Price prior to this Change Order: \$ <u>16,655,371.43</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 28, 2023</u> Ready for Final Payment: <u>September 28, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>297,918.40</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>14</u> Ready for Final Payment: <u>14</u> days
Contract Price incorporating this Change Order: \$ <u>16,953,289.83</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 12, 2023</u> Ready for Final Payment: <u>October 12, 2023</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Daniel C. Williams</u>	By: _____	By: <u>Matthew Jones</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Construction Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____
Date: <u>12/20/2022</u>	Date: _____	Date: <u>12/28/22</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement City of High Point

Invoice Number:

Date: 12/12/2022

Description of Change:

Installing new 96" polymer manhole base with 48" risers on existing 48" RCP line. Includes stub out of 30" 401 lined DIP roughly 16' for future tie in. Manhole to be installed in middle of existing RCP line. MH location may need to be field adjusted a few feet either direction to avoid existing bells of RCP.

Summary of Costs:

Labor:	\$	44,844.18
Equipment:	\$	33,228.00
Material:	\$	160,437.66
Allowable Mark-Up:	15% \$	35,776.48
Subtotal:	\$	274,286.31
Subcontractors:	\$	14,670.00
Allowable Mark-Up:	5% \$	733.50
Subtotal:	\$	15,403.50
Bond & Insurance:	\$	8,228.59
Total Requested Change:	\$	297,918.40

Total Requested Days: 14

**LABOR DETAIL**

Invoice Number:

0

Title	Hourly Rate					Total
Senior Manager	\$ 187.34					\$ -
Project Manager	\$ 155.80	60				\$ 9,347.99
Project Engineer	\$ 101.97	30				\$ 3,059.21
Superintendent	\$ 159.85	60				\$ 9,591.25
Field Engineer	\$ 101.97					\$ -
Foreman	\$ 80.39	60				\$ 4,823.11
Lead Hoe	\$ 68.01	60				\$ 4,080.60
Excavator Operator	\$ 60.85					\$ -
Loader Operator	\$ 60.85	60				\$ 3,650.79
Dozer Operator	\$ 56.54					\$ -
Labor	\$ 54.64	60				\$ 3,278.10
Pipe Layer	\$ 58.44	120				\$ 7,013.13
						\$ -
						\$ -
		SUBTOTAL				\$ 44,844.18



EQUIPMENT DETAIL

Invoice Number: 0

1. Contact Stuart Smith in Winter Garden with a detailed list of the equipment rates that you need. His e-mails is ssmith@garney.com and his direct number is 321.221.2832.
2. To correctly quantify the cost of equipment on the time and material work, you must determine the duration of the extra work (Hours, Days, Weeks or Months)
3. Then enter the appropriate quantity in its associated column. Enter the actual Operating Hours the equipment was utilized during the works. The sum of the time the equipment is on site plus the actual utilization time will net the total cost for each piece of equipment

We will net the total cost for each piece or equipment											
Equipment Description	Monthly Rate	Weekly Rate	Daily Rate	Hourly Rate	Operating Cost / Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
JD 470	\$ 26,110.00	\$ 7,310.00	\$ 1,830.00	\$ 275.00	\$ 103.34			2		35	\$ 18,236.90
335 CAT Exc	\$ 16,815.00	\$ 4,710.00	\$ 1,180.00	\$ 180.00	\$ 70.49			2		10	\$ 10,124.90
JD 333 Skid	\$ 4,415.00	\$ 1,235.00	\$ 310.00	\$ 47.00	\$ 16.20						\$ -
624 John Deere Loader	\$ 6,190.00	\$ 1,735.00	\$ 435.00	\$ 65.00	\$ 32.32			2		10	\$ 3,793.20
310 John Deere Backhoe	\$ 4,100.00	\$ 1,150.00	\$ 290.00	\$ 44.00	\$ 19.93						\$ -
4x4 3/4 ton diesel truck	\$ 1,505.00	\$ 430.00	\$ 110.00	\$ 17.00	\$ 21.30			2		10	\$ 1,073.00
										SUBTOTAL	\$ 33,228.00



MATERIAL & RENTAL EQUIPMENT DETAIL

Invoice Number: 0

Vendor	Invoice #	Description of Purchase	Totals
		manhole	\$ 82,610.00
		30" DIP 401 lined	\$ 7,311.00
		United rentals shoring	\$ 8,602.56
		30" MJ Cap and Megalug	\$ 3,280.00
		bypass extension 2 weeks @ 19500 week	\$ 39,000.00
		boom lift rentals 2 machines (downtime)	\$ 3,989.33
		Track truck down time	\$ 4,000.00
		Stone	\$ 500.00
		Fuel/Electricity for pumps	\$ 1,000.00
Tax Rate: 6.75%			SUBTOTAL \$ 150,292.89
			SALES TAX \$ 10,144.77
			SUBTOTAL \$ 160,437.66

**SUBCONTRACTOR DETAIL**Invoice Number: 0

Vendor	Invoice #	Description of Service	Totals
A&W coatings		Epoxy RCP joints 1 @ 1800	\$ 1,800.00
		pump watch 9 days @ 1430	\$ 12,870.00
			\$ -
			\$ -
SUBTOTAL			\$ 14,670.00



BEFORE YOU DIG
CALL 811
N.C. ONE-CALL CENTER
IT'S THE LAW

EXHIBIT 'A'

PROPOSED TIE-IN MANHOLE

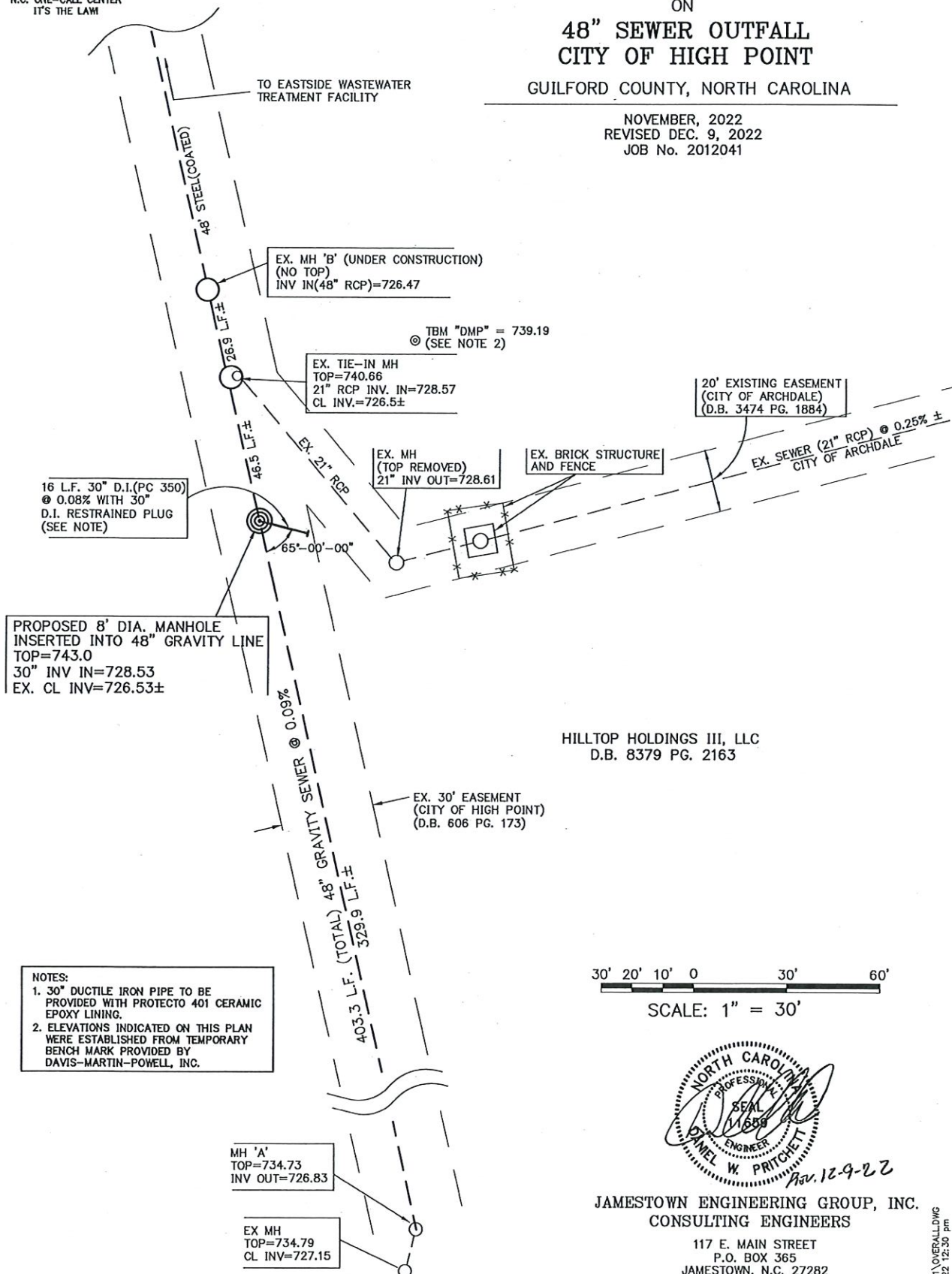
FOR

CITY OF ARCHDALE
ON

48" SEWER OUTFALL
CITY OF HIGH POINT

GUILFORD COUNTY, NORTH CAROLINA

NOVEMBER, 2022
REVISED DEC. 9, 2022
JOB No. 2012041





City of High Point

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

Master

File Number: 2023-010

File ID: 2023-010

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/06/2023

File Name:

Final Action:

Title: Riverdale Pump Station Improvements Study- Amendment I - The Wooten

Company

To approve a contract amendment to The Wooten Company (purchase order 108042) for the additional work required to evaluate the feasibility of expanding the Riverdale Pump Station to 44 MGD (million gallons per day) as part of the ongoing Riverdale Pump Station Improvements Study Report.

Notes:

Sponsors:

Enactment Date:

Attachments: Agenda Item -Wooten- Riverdale Pump Station Improvements Study- Amendment I, 221218 - High Point - Riverdale Pump Station Amendment (TWC 2784-S)

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-010

December 28, 2022

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

**RE: Riverdale Pump Station Improvements Study
Amendment to Engineering Services Agreement
Purchase Order No. 108042
TWC Project No. 2784-S**

Dear Derrick:

This letter is to request an amendment to our Engineering Services Agreement to cover revisions to the Riverdale Pump Station Improvements Study Report for increasing station capacity to 44 MGD. These additional services include updating the hydraulic model of the force mains, verifying new pump dimensions and crane capacity/height, revising electrical component sizing and costs, and revising the report. The additional cost for these revisions is anticipated to be \$14,000 which will revise the total project cost to \$94,000. We anticipate completion of the revised report by the end of January.

Please contact us with approval of this amendment so we can begin working on the revisions.

Regards,
THE WOOTEN COMPANY



Brian Johnson, PE
Vice President



City of High Point

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

Master

File Number: 2023-031

File ID: 2023-031

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Resolution - Sale of City Owned Property - Sterling Real Estate Development of NC, LLC - 1117 Jefferson St. - 1119 Jefferson St.

City Council is requested to adopt a resolution accepting an offer of \$20,000.00 from Sterling Real Estate Development of NC, LLC for two (2) City owned vacant lots: (1) located at 1117 Jefferson Street Parcel No. 174216, and (2) 1119 Jefferson Street Parcel No. 176062 and authorize the sale of the properties through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Notes:

Sponsors:

Enactment Date:

Attachments: 10. Resolution – Sale of City Owned Property - Sterling Real Estate Development of NC, LLC – 1117 Jefferson St. – 1119 Jefferson St.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-031

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Sale of City Owned Properties – 1117 and 1119 Jefferson Street

From: Meghan Maguire, Interim City Attorney

Meeting Date: Monday, January 17, 2023

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution & Map

Purpose/Background:

Sterling Real Estate Development of NC, LLC has offered a bid of twenty thousand dollars (\$20,000.00) for two City owned vacant lots: (1) located at 1117 Jefferson Street consisting of approximately 7,405 square feet (0.17 acre) in size identified as Parcel No. 174216, and (2) located at 1119 Jefferson Street consisting of approximately 6,970 square feet (0.16 acre) identified as Parcel No. 176062 ("Properties").

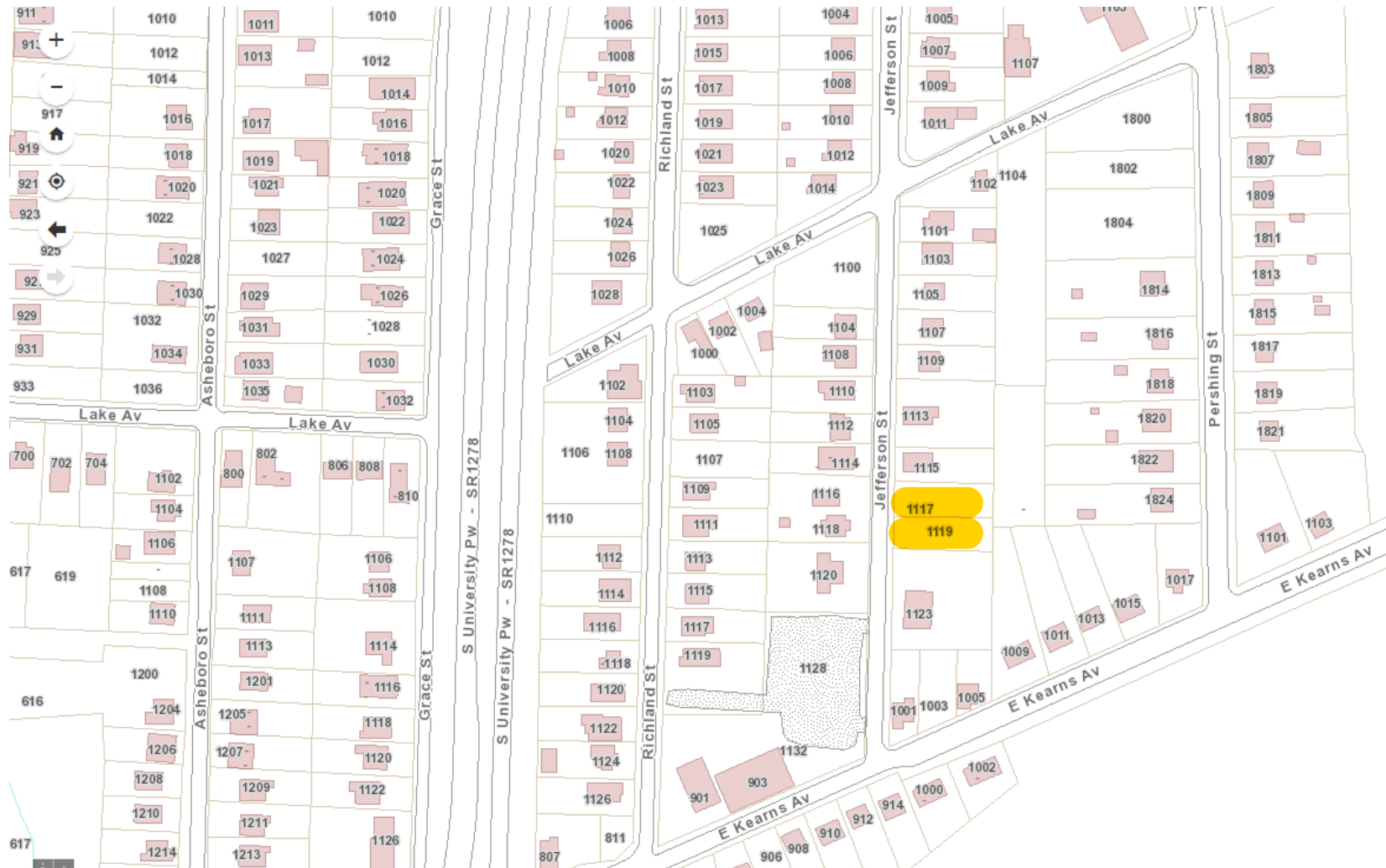
Budget Impact:

N/A

Recommendation/Action Requested:

Council is requested to adopt a resolution accepting the offer of twenty thousand dollars (\$20,000.00) and authorizing the sale of the Properties through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Sale of City-owned Property 1117 & 1119 Jefferson St.



**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR SALE OF CITY PROPERTIES
LOCATED AT 1117 and 1119 JEFFERSON STREET, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a two vacant lots: (1) located at 1117 Jefferson Street consisting of approximately 7,405 square feet (0.17 acre) in size and identified as Parcel No. 174216, and (2) located at 1119 Jefferson Street consisting of approximately 6,970 square feet (0.16 acre) and identified as Parcel No. 176062 (“Properties”); and

WHEREAS, North Carolina Statute § 160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, Sterling Real Estate Development of NC, LLC has offered a bid of \$20,000 for the Properties and paid the amount of \$1,000.00, the required five percent (5%) deposit on their offer;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Authorizes sale of the Properties described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the properties, the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer

subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

8. The City reserves the right to withdraw the properties from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the properties to Sterling Real Estate Development of NC, LLC.

Adopted this the 17th day of January, 2023.

Mayor Jay W. Wagner

Sandra Keeney,
High Point City Clerk



City of High Point

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

Master

File Number: 2023-032

File ID: 2023-032

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: Sale of City Owned Property - North Carolina Department of Transportation (NCDOT) - Easements Johnson Street-Sandy Ridge Road Widening Project

City Council is requested to approve the sale of a permanent drainage easement, permanent utility easement, and temporary construction easement to the North Carolina Department of Transportation (NCDOT) for the Johnson Street/Sandy Ridge Road Widening Project in the amount of \$34,950.00.

Notes:

Sponsors:

Enactment Date:

Attachments: 11. Sale of City Owned Property – North Carolina Department of Transportation (NCDOT) – Easements Johnson Street-Sandy Ridge Road Widening Project

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2023-032

CITY OF HIGH POINT

AGENDA ITEM

**Title: NCDOT Easements****From:** Meghan Maguire, Interim City Attorney**Meeting Date:** Monday, January 17, 2023**Public Hearing:** Not Required**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Maps

Purpose/Background:

North Carolina Department of Transportation ("NCDOT") is widening a portion of Johnson Street/Sandy Ridge Road, and as a result, needs a permanent drainage easement, permanent utility easement, and temporary construction easement ("Easements") along the front of Fire Station #14, 2127 Sandy Ridge Road, County parcel number 170968. The Easements consist of a total of 5,300 square feet (.12 acre) as shown on the maps attached hereto. NCDOT has agreed to pay the sum of thirty-four thousand nine hundred fifty dollars (\$34,950.00) for the Easements.

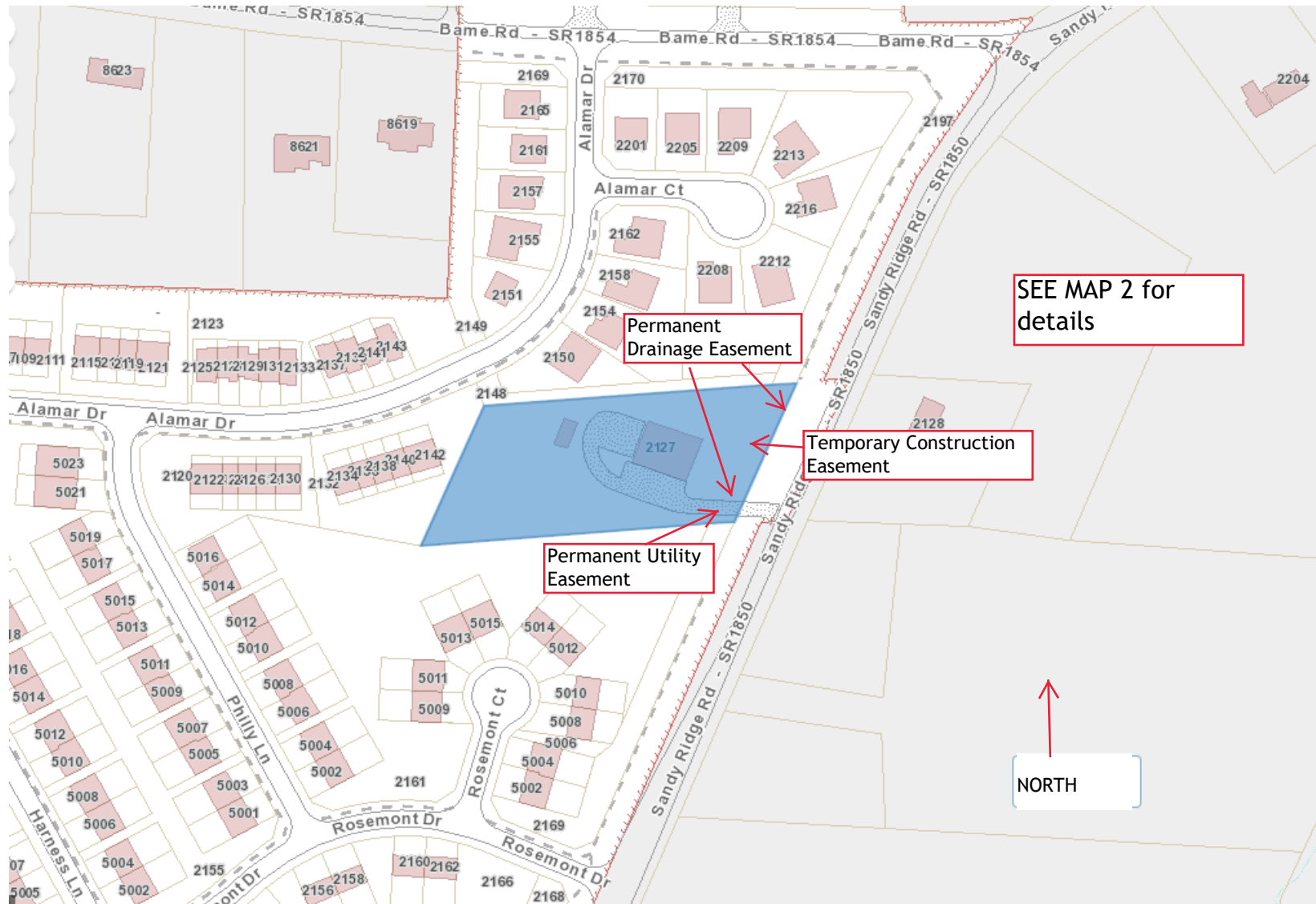
Budget Impact:

N/A

Recommendation/Action Requested:

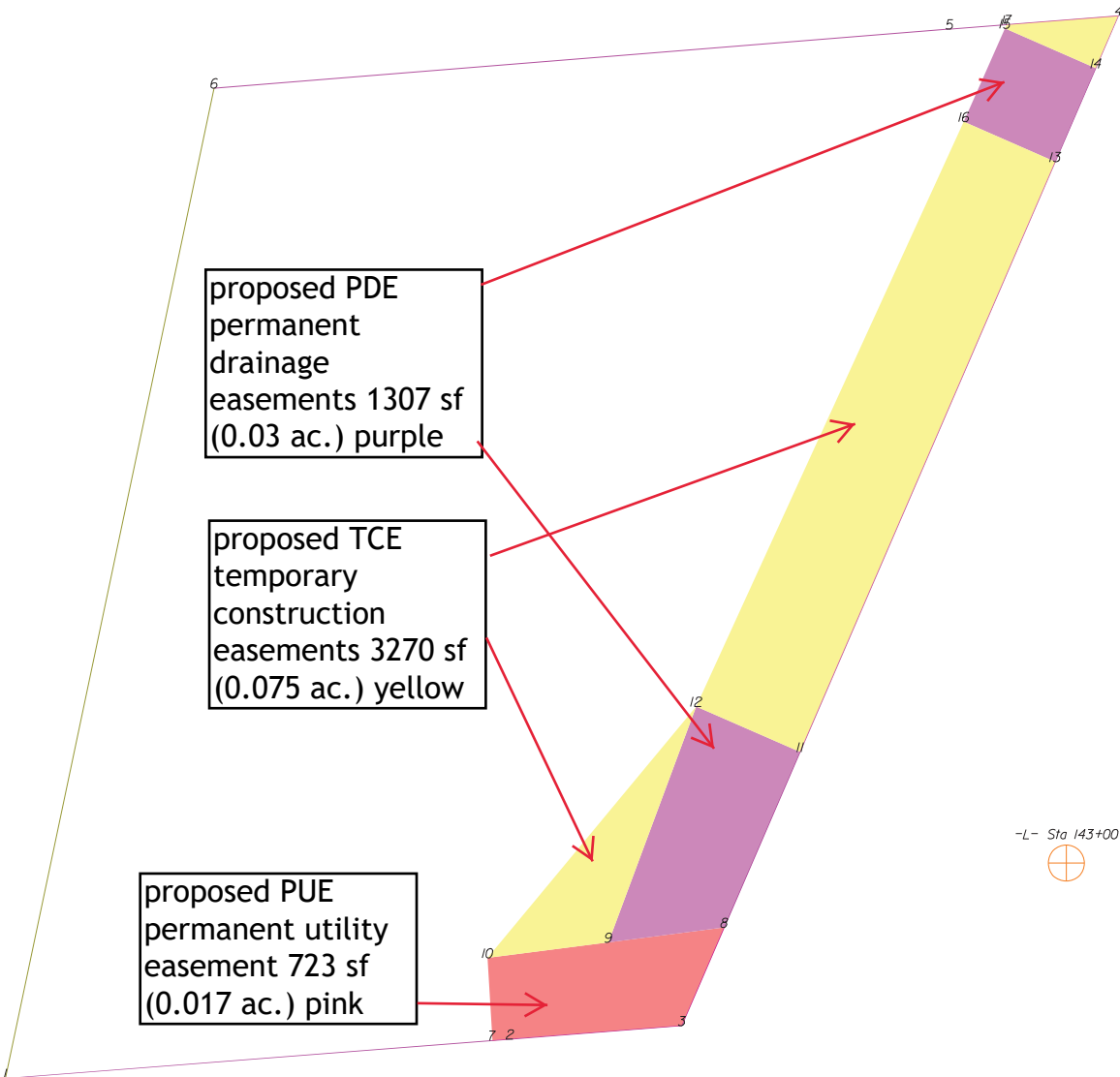
Council is requested to approve the sale of a permanent drainage easement, permanent utility easement, and temporary construction easement (hereinafter the "Easements") to the ("NCDOT") for the Johnson Street/Sandy Ridge Road Widening Project in the sum of thirty-four thousand nine hundred fifty dollars (\$34,950.00).

Purchase of Easements and Improvements by NCDOT for Sandy Ridge Rd./Johnson St. Widening Project Fire Station # 14 at 2127 Sandy Ridge Rd., Colfax



Purchase by NCDOT for Sandy Ridge Rd./Johnson St. Widening
Fire Station # 14 at 2127 Sandy Ridge Rd., Colfax

Map 2



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERROR MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
CITY OF CITY OF	11-15-2022
PARCEL * 075	S:\CADD\4758\DDRAFT\4758_dee
DB 6362 PG 218	UNKNOWN SCALE



City of High Point

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

Master

File Number: 2022-590

File ID: 2022-590

Type: Ordinance

Status: Pending in
Committee

Version: 1

Reference:

In Control: City Council

File Created: 12/12/2022

File Name:

Final Action:

Title: Budget Ordinance - One High Point Commission - Date Extension Request

City Council is requested to adopt a budget amendment in the amount of \$45,000 for activities related to the One High Point Commission and approve a request for an extension of the date for the presentation of recommendations to City Council from the current June 2, 2023 deadline to January 17, 2024.

Notes:

Sponsors:

Enactment Date:

Attachments: 4. Budget Ordinance – One High Point Commission
– Date Extension Request, One High Point
Commission Research Categories

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	12/15/2022	Committee Recommended Approval		12/19/2022		Pass
Notes: Jeron Hollis, Managing Director, provided the staff report for this item. He stated there are two request with this item. The first request is for a budget amendment in the amount of \$45,000. He stated the budget included up to \$20,000 for subject matter experts in areas including history and socioeconomics, a project manager who will report to staff and work to manage information, updates and deadlines as it relates to the Commission's work and final report, a request for \$5,000 for community outreach and event resources in order to ensure community awareness feedback on recommendations. He stated in addition, the Commission is seeking to extend the date for the presentation of the recommendations to Council from the current June 2, 2023 deadline to Tuesday, January 17, 2024. He noted this is due to resent roster changes on the Commission and a clarification of							

the group's focus on policy recommendations.

In response to Chairman Moore, Mr. Hollis stated if the extension is approved it would in fact be presented to a new City Council.

Committee Member Peters and Committee Member Holmes expressed their support of this item. They noted systematic policy changes regarding economics, transportation, health care, and public safety could help disperse the concentration of poverty stricken areas.

1 City Council

12/19/2022 continued

01/17/2023

Pass

Text of Legislative File 2022-590

CITY OF HIGH POINT

AGENDA ITEM

**Title: One High Point Commission Budget Amendment and Extension Request****From:** Jeron Hollis – Managing Director**Meeting Date:** December 19, 2022**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Budget Ordinance

PURPOSE:

To request a budget amendment for activities related to the One High Point Commission and to request a time extension for the Commission to complete the work assigned in the official resolution.

BACKGROUND:

On Thursday, December 1, 2022, the One High Point Commission met and approved a request to City Council for a budget not to exceed \$45,000. The budget includes up to \$20,000 for subject matter experts in areas including history and socioeconomics. The budget includes up to \$20,000 for a project manager who will report to staff and work to manage information, updates and deadlines as it relates to the Commission's work and final report. It also includes \$5,000 for community outreach and event resources in order to ensure community awareness and feedback on recommendations.

In addition, the Commission is seeking to extend the date for the presentation of recommendations to Council from the current June 2, 2023 deadline to Tuesday, January 17, 2024. With recent roster changes on the Commission and a clarification of the group's focus on policy recommendations, subject areas have been identified that will require High Point - specific research and data. The extended time will allow for experts to be identified and brought under contract and will give them time to gather necessary data and research. According to City Council's One High Point Commission Resolution, "Upon written request of the Commission, City Council may extend the Deadline for the report to a date certain."

BUDGET IMPACT:

The proposed amendment appropriates \$45,000 in fund balance from the General Fund.

RECOMMENDATION / ACTION REQUESTED:

Staff requests that Council approves the budget amendment for \$45,000 and approves the One High Point Commission's request for an extension of the date for the presentation of recommendations to Council from the current June 2, 2023 deadline to January 17, 2024.

“AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
APPROPRIATING FUNDS FOR THE ONE HIGH POINT COMMISSION BUDGET

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

Section 1. On December 1, 2022, the One High Point Commission met and approved a request to City Council for a budget not to exceed \$45,000. The proposed amendment appropriates \$45,000 in general fund reserves to cover this budget request.

Section 2. The 2022-2023 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund expenditures be amended as follows:

One High Point Commission	\$45,000
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(B) That the following General Fund revenues be amended as follows:

Fund Balance Appropriation	\$45,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by High Point City Council, this the 19th day of December 2022

Mayor, Jay W. Wagner

ATTEST

Sandra Keeney,
City Clerk



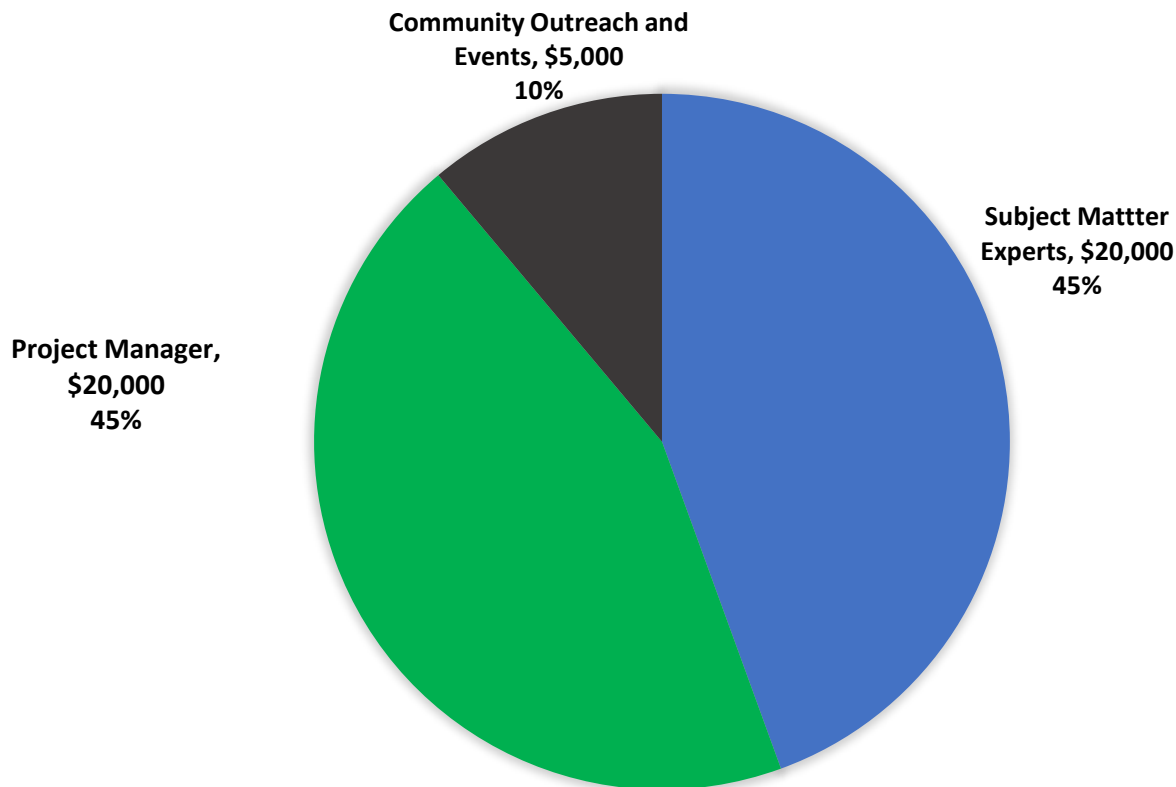
ONE HIGH POINT COMMISSION PROPOSED BUDGET

BACKGROUND:

On Thursday, December 1, 2022, the One High Point Commission met and approved a request to City Council for a budget not to exceed \$45,000. The budget includes up to \$20,000 for subject matter experts in areas including history and socioeconomics. The budget includes up to \$20,000 for a project manager who will report to staff and work to manage information, updates and deadlines as it relates to the Commission's work and final report. It also includes \$5,000 for community outreach and event resources in order to ensure community awareness and feedback on recommendations.

TOTAL BUDGET: \$45,000

ONE HIGH POINT COMMISSION BUDGET LINE ITEMS



EXPENDITURES

Expenditures	Amount	Purpose	Rationale
Subject Matter Experts	Not to exceed \$20,000	Will assist the One High Point Commission with research and data collection and analysis.	Subject matter experts will provide essential research, data and information about areas outlined in the One High Point Resolution. Areas include: <ul style="list-style-type: none"> • History • The impact of slavery • Economic disparities
Project Manager	Not to exceed \$20,000	Will work with the One High Point Commission to develop and execute the scope of the work and complete the final report.	The project manager will ensure that the One High Point Commission executes the responsibilities and tasks outlined in the OHPC Resolution. The project manager's tasks will include: <ul style="list-style-type: none"> • Managing the content area experts • Compiling and assembling the data and recommendation policies into a final draft that will be presented to Council • Creating an implementation strategy of the policy recommendations
Community Outreach and Events	Not to exceed \$5,000	Will provide opportunities for the community to learn about the OHPC's findings and policy recommendations	Community support and education are important components of the Commission's work. In addition to partnering with the NAACP and city staff to execute cost-effective marketing strategies, these funds will be utilized to host community outreach events that increase public understanding of reparations, the One High Point Commission's findings and policy recommendations that will be presented to Council.

OHPC RESEARCH CATEGORIES

This document advocates an approach to reparations modeled after William Darity and Kirsten Mullen's *From Here to Equality*, where the authors describe two potential methods for calculating reparations: "One approach is to enumerate the atrocities, assign dollar values to each, and then add them up. This strategy requires having an all-inclusive record of the harms and a method for assigning a cost to each category of harm." However, the authors argue that such a historical record *cannot* be all-inclusive because the litany of injuries imposed on Black American descendants of chattel slavery has been mostly unrecorded and in fact often intentionally suppressed; this first approach is therefore "unrealistic and unsatisfactory" as a foundation for calculating reparations.

Darity and Mullen's second approach, which they prefer, is to instead identify a summary measure that captures the cumulative economic impact of those same atrocities without relying on a specific enumeration. Conveniently, the One High Point Commission already has access to published studies that have identified such relevant summary measures; from housing security to concentrated poverty rates to community violence and policing, these measures reflect the broad effects of the unjust treatment High Point's African American residents have received because of their race.

Finally, the studies used for this approach provide another benefit to the Commission in helping to establish the form that reparations should likely take. Darity and Mullen show indisputably that direct monetary awards are an appropriate form of restitution, but that "only the federal government has the financial wherewithal" to pay the immense debt owed. In contrast, the research studies that identify summary measures appropriate for the Commission's work also often contain policy recommendations. The Commission can use these studies therefore

to not only identify the racial disparities themselves but also as a baseline for the reparations the City of High Point can adopt to eliminate these inequalities.

RESEARCH TOPICS AND SUGGESTED POLICY RECOMMENDATIONS

Link to the [OHPC Resolution](#)

HOUSING			
RESEARCH TOPIC	SUGGESTED POLICY RECOMMENDATIONS	CONNECTION TO RESOLUTION	RESOURCES/SUBJECT MATTER EXPERTS (SME)
Fair Housing	Fair Housing Assistance Program (FHAP)	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> SME - TBD Data in Resilience HP report
Affordability	Promote and develop more affordable rental housing units	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Data in Resilience HP report SME - TBD
Tiny home neighborhoods	Tiny home neighborhoods “Land bank” (sustainable neighborhoods)	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration
	Buy Back the Block	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration City of Rochester Buy the Block - Greenlining for a Better Rochester
Collaborative with lending Institutions	Work with local lending institutions to offer low to zero % interest loans for long-term/ generational renters to purchase homes.	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration Wells Fargo Details Programs To Improve Minority Homeownership – NMP (nationalmortgageprofessional.com) BOA, Pinnacle can join with similar programs to increase availability.
Increasing Eligible Homebuyers	Community Development Block Grant (CDBG) programs	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration

HISTORY			
RESEARCH TOPIC	SUGGESTED POLICY RECOMMENDATIONS	CONNECTION TO RESOLUTION	RESOURCES/SUBJECT MATTER EXPERTS (SME)
The Transatlantic Slave Trade	TBD	Responsibilities of the Commission: Sections 2(a), 2(b), 2(c) and 2(d)	<ul style="list-style-type: none"> SME - TBD Museum /education/ Library Glenn Chavis- <u>Our roots, Our Trees, Our Fruit</u>
ECONOMIC DISPARITIES			
RESEARCH TOPIC	SUGGESTED POLICY RECOMMENDATIONS	CONNECTION TO RESOLUTION	RESOURCES/SUBJECT MATTER EXPERTS (SME)
MWBEs	Disparity Study and MWBE Program	Responsibilities of the Commission: Section 4 & 6	<ul style="list-style-type: none"> SME - TBD
Poverty rates	TBD	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> 2021 ACS data (US Census Bureau) Data in Resilience High Point Report
COMMUNITY VIOLENCE			
RESEARCH TOPIC	SUGGESTED POLICY RECOMMENDATIONS	CONNECTION TO RESOLUTION	RESOURCES/SUBJECT MATTER EXPERTS (SME)
Police community relations	Workforce options in lieu of incarceration, cure violence model.	Responsibilities of the Commission: Section 4 & 6	<ul style="list-style-type: none"> SME - TBD Data in Resilience HP report
RACIALLY CONCENTRATED AREAS OF POVERTY			
RESEARCH TOPIC	SUGGESTED POLICY RECOMMENDATIONS	CONNECTION TO RESOLUTION	RESOURCES/SUBJECT MATTER EXPERTS (SME)
Public transit accessibility	Transit expansion to include extended hours, additional routes (including employer routes), service into North High Point, Fleet vehicle diversification, and greater rate affordability. Creation of employer route” which runs specifically	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> SME - TBD

	and directly to all HP businesses accommodating all known shift patterns.		
Employment	<ul style="list-style-type: none"> Expand adult and youth apprenticeships. Pledge that at a minimum of 30% of candidates for city jobs entry level to professional come from within RCAP's. 	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration
Food desert	Purchase or confer vacant buildings to be used as locations for local or neighborhood farmers' markets or food coops	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration Data in Resilience HP report Greater High Point Food Alliance www.GHFA.org EXECUTIVE SUMMARY An Assessment of Social Drivers of Health in High Point
	Create a new incentive package designed solely for food retailer	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration
	Support women and men in the informal agriculture and food sector through training, financial support, and infrastructure to improve hygiene, food safety, and the nutritional value of the foods they sell	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration
	Where policies allow, support or expand urban agriculture to increase the urban poor's consumption of a diversity of nutritious food, such as fruits and vegetables.	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration
Health outcomes	Improve Healthcare access by mapping areas to establish permanent clinics.	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> Commission discussion and Consideration

	Support the establishment of healthcare hubs, and substation clinics by providing land and or publicly owned facilities.	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> • Commission discussion and Consideration
	Directly increase access to mobile clinics in RCAP's	Responsibilities of the Commission: Section 6	<ul style="list-style-type: none"> • Commission discussion and Consideration

TASKS/ ASSIGNMENTS

Research Topic	Tasks	Resources
Genealogy	Identify the number of Slaves in High Point between 1859 and 1865	<ul style="list-style-type: none">• Heritage Research Center• Slave Deed Project- UNG
Socioeconomics	Identify demographic and other data that highlight disparities	<ul style="list-style-type: none">• Data in Resilience HP report• High Point Demographic Data
Federal Reparations	Explore monetary payments at the Federal level.	William Darity and Kirsten Mullen's approach in <i>From Here to Equality</i> ,
Local High Point History	Identify relevant local historical information	Glenn Chavis- Our roots, Our Trees, Our Fruit

