



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters, Mayor Pro Tem

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

Thursday, February 16, 2023

4:00 PM

3rd Floor Conference Room

CALL TO ORDER

PRESENTATION OF ITEMS

[2023-085](#)

Sole Source Contract - DataVoice International Outage Management Software Maintenance Contract - Electric Dept
City Council is requested to award a multi-year sole source contract to DataVoice International in the amount of \$361,508 for the purchase of electrical outage management software and maintenance.

Attachments: [1. Sole Source Contract – DataVoice International Outage Management Software](#)

[2023-073](#)

Contract - Shamrock Environmental, Corp. - Kersey Valley MSW Landfill Expansion
City Council is requested to award a construction services contract to Shamrock Environmental, Corp. in the amount of \$4,484,537 for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste.

Attachments: [2. Contract – Shamrock Environmental, Corp. – Kersey Valley MSW Landfill Expansion](#)

[2023-086](#)

Contract - Sourcwell - James River Equipment - John Deere 624P Wheel Loader - Ingleside Compost Facility
City Council is requested to award a Sourcwell #032119-JDC Contract to James River Equipment in the amount of \$270,211.31 for the purchase of a John Deere 624P wheel loader and approve a budget ordinance amendment for the wheel loader replacement purchase.

Attachments: [3. Contract - Sourcwell – James River Equipment – John Deere 624P Wheel Loader](#)

[2023-087](#)

Contract - Samet Corporation - Design-Build Services - Truist Point Stadium Modifications - RFQ Recommendation
1. Staff recommends and asks the City Council to approve the selection and contract with Samet Corporation as the Design-Build Firm for the City of High Point, Truist Point Stadium Modifications project.

2. Staff recommends and asks the City Council to approve the Preconstruction/Design Services Phase contract in an amount not to exceed \$303,240.
3. Staff recommends and asks the City Council to approve a capital project ordinance in the amount of \$6,000,000 for this project.

Attachments: [4. Contract – Samet Corporation - Design-Build Services – Truist Point Stadium](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2023-085

File ID: 2023-085

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2023

File Name:

Final Action:

Title: Sole Source Contract - DataVoice International Outage Management Software Maintenance Contract - Electric Dept

City Council is requested to award a multi-year sole source contract to DataVoice International in the amount of \$361,508 for the purchase of electrical outage management software and maintenance.

Notes:

Sponsors:

Enactment Date:

Attachments: 1. Sole Source Contract – DataVoice International Outage Management Software Maintenance Contract – Electric Dept

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 2023-085

CITY OF HIGH POINT

AGENDA ITEM



Title: Sole Source - DataVoice Outage Management Software Maintenance Contract

From: Tyler Berrier, Electric Utilities Director
Jeremy Coble, Customer Service Director

Meeting Date: February 20th, 2023

Public Hearing: N/A

Date Opened: N/A
Advertised By: N/A

Attachments: Attachment A: DataVoice OMS and IVR Contract Document

PURPOSE:

Acceptance/Continuation of a contract with DataVoice for system maintenance. This contract is an initial year with 5 subsequent annual renewals.

BACKGROUND:

DataVoice currently provides the Electric Utilities Department and Customer Service Department with Outage Management (OMS) and Interactive Voice Response (IVR) services related to the electric system. As part of a digital ecosystem with an outage management system (OMS), a modern IVR tool can help you manage real-time data about the status of the grid.

When a customer calls in to report an outage, the integration between OMS and IVR captures all relevant information. Those outages are then entered into the OMS, letting office personnel dispatch linemen to deal with the issue.

BUDGET IMPACT: Funds are included in the current operating budget to cover this material purchase. By signing a multi-year contract, the city will receive savings of 2% annually versus a year-to-year agreement. The total cost over the 6-year period is \$361,508. The initial contract amount for 2023 is \$53,147.95 with the renewal costs of:

	2023	2024	2025	2026	2027	2028
IVR	\$17,137.36	\$17,994.23	\$18,893.94	\$19,838.64	\$20,830.57	\$21,872.10
OMS	\$36,010.59	\$37,811.12	\$39,701.68	\$41,686.76	\$43,771.10	\$45,959.65
Total	\$53,147.95	\$55,805.35	\$58,595.61	\$61,525.40	\$64,601.67	\$67,831.75

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. Staff is recommending that the bid for this item be awarded to DataVoice International.

Financial Services

Purchasing Division



Requisition #

**CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM**
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: DataVoice International

Item(s): Recurring Maintenance Proposal

Justification:

DataVoice is currently utilized as software for Outage Management and Interactive Voice Recognition (OMS & IVR). The Electric Department and Customer Service Department currently utilize this resource, with being the only company that currently integrates with our current systems.

Estimated expenditure for the above item(s): \$53,147.95-1st year; \$361,508 over 6 years

Accounting Unit and Account(s):

631232 / 527216

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

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

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

Department Head/Authorized Personnel

Tyler Berrier

 Digitally signed by Tyler Berrier
Date: 2023.02.14 14:38:20 -05'00'

Department/Division

Electric Utilities

Date

2/14/2023

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)



Recurring Maintenance Proposal For DataVoice IVR and OMS

For the City of High Point, NC

Presented to: Annette Smith

Issued:
Wednesday, 1st of February 2023

Contact:
Denna Sandoval
Vice President

DataVoice International, Inc.
760 N. Watters Road, Ste 100
Allen, Texas 75013

Recurring Maintenance Proposal

City of High Point, NC

Customer Information:

City of High Point	Start Date: 2023-03-23	Expiration Date: 2025-03-28
P.O. Box 320	Phone: 336-883-3485	Contact: Annette Smith
High Point, NC	Zip: 27261	Contact Title: Customer Service

Maintenance Fee Recap:

	2023	2024	2025	2026	2027	2028
IVR	\$17,137.36	\$17,994.23	\$18,893.94	\$19,838.64	\$20,830.57	\$21,872.10
OMS	\$36,010.59	\$37,811.12	\$39,701.68	\$41,686.76	\$43,771.10	\$45,959.65
Total	\$53,147.95	\$55,805.35	\$58,595.61	\$61,525.40	\$64,601.67	\$67,831.75

* Does not include Annual Fees

1. PRICING

Prices quoted here are good for ninety(90) days from the date of this document. Price includes software, license fees, unlimited seat licenses, database administration fees, installation, configuration, testing and training.

2. PAYMENT AND TERMS

This agreement is for a term of six years beginning on the agreement start date March 15, 2023 and terminating on the agreement expiration date March 15, 2028.

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice the amounts listed in the chart above. DataVoice will bill the renewal 60 days in advance.

3. LICENSE FEES FOR APPS

- License Fee Rates: DataVoice may revise rates at any annual renewal date. Customer will be advised in writing of the revised rates 60 days prior to the renewal date.
- Auto-Renewal: At the end of the License Term, the services will automatically renew for consecutive terms of twelve months. If a party does not want the License to renew, they must provide the other party written notice to this effect at least 30 days prior to the end of the current term.
- Prices are for quoted products and services only. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at Harris then-current pricing and not based upon pricing in this Agreement.

4. CONDITIONS

All software and services provided within the scope of this document have been priced accordingly and listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change Order'. Any such changes may affect the annual maintenance. It is specifically understood by the

parties that this Agreement, once negotiated, can and will serve as a Cooperative Purchasing Agreement pursuant to which affiliated entities may purchase products and services from DataVoice.

5. DELIVERY METHOD

Software will be delivered electronically.

6. ACCEPTANCE TESTING

DataVoice will:

- Electronically deliver the software on server.
- Setup, configure and test the system.
- Provide Management a system presentation and issue a Certificate of Installation.
- Customer will be allowed 10 working days for System Testing and to report of any issues to DataVoice in writing, or the Certificate of Installation will be deemed accepted.
- Should an event occur that inhibits the Customer from performing System Testing during this time period, the Customer may submit a written request for an extension, which extension is subject to approval in dataVoice's sole discretion.
- DataVoice will correct valid issues identified by Customer, then allow customer 5 working days to verify corrections.
- The above process will repeat until all issues are resolved or the 5 day period has expired.
- DataVoice will then issue a Certificate of Completion and the final invoice.

7. CONDITIONS FOR MAINTENANCE - ACCESS

Customer shall make available a standard office environment on Customer's premises for on-site maintenance of the covered equipment, if required. Customer must ensure the premises shall not be exposed to excessive heat or cold. Customer shall also permit or arrange for access to the premises for DataVoice International, Inc.'s ('DataVoice') installation and maintenance personnel, and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation and maintenance such as, without limitation, conduits, commercial power, wiring, dedicated equipment room, A/C outlets, phone lines as described and requested, and appropriate access to same. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable. Customer service calls will be considered authorization to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the Customer's responsibility. Otherwise, DataVoice will not make system changes without customer notification and co-ordination of such activities.

8. RESPONSIBILITIES OF DataVoice INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

- a. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
- b. Software fixes will be provided in a timely fashion.
- c. Provide remote maintenance software for DataVoice System.
- d. Provide software for 24 hour system monitoring to detect software and hardware issues and identify when systems are unable to connect with third party applications.
- e. Install, maintain and upgrade all third party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
- f. Provide emergency technical support 24 hours a day.
- g. Install, configure and upgrade DataVoice supplied system software when patches or

- upgrades are available.
- h. Provide full system backup prior to any upgrade
 - i. Provide release notes with new upgrade.
 - j. PCI Compliance Requirements: dataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.

9. RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

- a. Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
- b. Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever unless instructed by a DataVoice technician on the repairs, while the equipment is covered by this Agreement unless a waiver is executed by both parties. Any such prohibited actions by Customer shall render any warranty obligations owed to Customer null and void. Once Customer has completed the DataVoice training, Customer reserves the right to make reasonable minor repairs or changes that may be necessary to keep the system operable as long as they do not alter any of dataVoice's software or proprietary data. This includes, but is not limited to, Customer's right to change voice recordings, minor system menu flow, and adding new users. Any other changes to the system shall be made by DataVoice or only upon dataVoice's express written permission.
- c. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
- d. Customer will provide DataVoice with an up-to-date listing of all telephone lines, extension numbers and modem numbers connected to the DataVoice System.
- e. Customer is responsible for all backups of programs and operating system.
- f. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
- g. Customer will designate a responsible individual and one alternate as the Customer contact for service coordination.
- h. Customer will not couple this equipment to any apparatus not approved by DataVoice.
- i. Customer will provide clean, stable uninterrupted AC Power.
- j. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
- k. DataVoice requires that the Customer provide a UPS system for the equipment.
- l. Customer will be responsible for running and maintaining anti-virus and anti-spyware software on any PC running DataVoice software. DataVoice does not permit real time scanning on any servers hosting DataVoice software.
- m. Customer will not disclose any confidential information provided by DataVoice unless agreed upon by both parties. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
- n. Customer will not install any software without written DataVoice approval.
- o. Customer understands and acknowledges that failure to maintain up-to-date systems in seasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.

9.1 SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

- a. **Passwords.** Customer agrees to comply with all dataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- b. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- c. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as dataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that
(i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to dataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
- d. DataVoice AND ITS SERVICE DataVoice DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DataVoice AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CUSTOMER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDER.

10. RESTRICTIONS ON USE

Customer agrees to:

- a. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
- b. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the dataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- c. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.
- e. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- f. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

11. OBSOLESCENCE

DataVoice will not be held responsible for obsolete operating system software or hardware. Customer will be given the opportunity to replace such software or hardware provided Customer is covered under a warranty agreement. DataVoice will not be responsible for the replacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

12. WARRANTY

DataVoice warrants the covered hardware against defective parts and workmanship for the date period determined on warranty options selection page. Upon notification of a defect, DataVoice shall have the option to repair or replace the defective part of the hardware (if covered), and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of DataVoice. All warranty parts shall be FOB Allen, Texas.

Services Occasioned By Other Than Normal Wear and Tear: DataVoice will provide services, including labor, and software at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non-usable, fault or negligence of Customer, its agents, employees, assignees, Customers, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation, power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by DataVoice at the time of installation.

12.1 WARRANTY DISCLAIMER

- i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.
- ii. DataVoice, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DataVoice DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
- iii. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
- iv. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF PROVIDER.

13. DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at dataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. DataVoice shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery.

14. UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this contract by DataVoice is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of DataVoice shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes. Upon the occurrence of any such

events, DataVoice shall use its reasonable efforts to notify Customer of the nature and extent of any such conditions. It is also understood that all delivery, installation, and maintenance dates are approximate, and DataVoice shall under no circumstances be liable for damages – direct, special, consequential, or otherwise - resulting from delays in delivery, installation, cut over, or maintenance.

15. LIMITATIONS OF LIABILITY

The Organization and the Provider recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Provider arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Provider's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. EXCEPT FOR DAMAGES ARISING OUT OF THE dataVoice's INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE dataVoice's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO PROVIDER BY CUSTOMER TO DataVoice DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
- ii. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.**

16. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

17. MEDIATION

Except for termination by DataVoice for non-payment of fees due under this Agreement, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring

and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

18. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

19. ASSIGNMENT

This Agreement may not be assigned by Customer without dataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third-party beneficiaries to this agreement. Customer shall provide 30 days written notice prior to Customer's dissolution, merger, or transfer in ownership.

20. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Collin County, Texas.

21. NO WAIVER

No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. DataVoice and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

22. SOVEREIGN IMMUNITY

To the extent Customer is provided immunity from suit and/or liability, Customer expressly waives any such immunity protection at law or in equity.

ACCEPTANCE OF AGREEMENT

Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

Customer's authorized signature below is authorization for DataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Customer Signature:

High Point, City of

By:_____

Printed Name:_____

Title:_____

Date:_____

DataVoice International By:

Printed Name: Denna Sandoval

Title: Vice President

Date:



City of High Point

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

Master

File Number: 2023-073

File ID: 2023-073

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 02/08/2023

File Name:

Final Action:

Title: Contract - Shamrock Environmental, Corp. - Kersey Valley MSW Landfill

Expansion

City Council is requested to award a construction services contract to Shamrock Environmental, Corp. in the amount of \$4,484,537 for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste.

Notes:

Sponsors:

Enactment Date:

Attachments: 2. Contract – Shamrock Environmental, Corp. –
Kersey Valley MSW Landfill Expansion

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 2023-073

CITY OF HIGH POINT

AGENDA ITEM



Title: Kersey Valley MSW Landfill Phase 6 Construction

From: Robby Stone – Public Services Director
Melinda King – Asst. Public Services Director

Meeting Date: February 20, 2023

Public Hearing: No

Advertising Date: N/A
Advertised By:

Attachments: Attachment A – Recommendation Form
Attachment B – Bid Tab

PURPOSE:

The City budgeted for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste. Plans and permitting have been approved through the regulatory agency. Bids were opened by the Purchasing Department on Wednesday, January 25, 2023. Three bids were received and opened. Shamrock Environmental Corp. was the lowest responsible bidder at \$4,484,537.00.

BACKGROUND:

The City of High Point operates a municipal solid waste landfill for disposal of household trash and other household waste. The current disposal area, opened in 2017, is rapidly filling up and expansion of the additional cell (6) will accommodate the current rate of disposal until approximately 2026. The master plan consists of realigning Kersey Valley Road along with construction of two additional cells. The roadway realignment will be bid soon. Permitting for the next cells are approved. These steps will achieve a projected landfill life expectancy to extend to 2035.

BUDGET IMPACT:

Funding for this affiliation is currently available in the FY 2022-2023 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks the Council to award the Construction Services to Shamrock Environmental, Corp. in the amount of \$4,484,537.00.



January 31, 2023

Ms. Melinda King, P.E.
Assistant Director
City of High Point Department of Public Services
211 S. Hamilton Street
High Point, NC 27260
melinda.king@highpointnc.gov

**RE: City of High Point - Kersey Valley MSW Landfill - Phase 6
Certified Bid Tabulation & Recommendation for Contractor Selection**

Dear Melinda:

Smith Gardner, Inc. (S+G) is pleased to present the results of the bidding for the Kersey Valley MSW Landfill – Phase 6 project, which bid on January 25, 2023 at 2:00 p.m. The results of the bid are as follows below. Please also find **attached** a certified tabulation of each bid received. Note that there were no bid alternates.

BIDDER		TOTAL BASE BID
1.	Shamrock Environmental Corp.	\$4,484,537.00
2.	Morgan Corp.	\$5,597,110.50
3.	Jimmy R. Lynch & Sons, Inc.	\$5,882,628.00

Based on the bid results, Shamrock Environmental Corp. (Shamrock) is the clear low bidder. Shamrock's bid was within the \$4,392,440 to \$4,831,684 range predicted in our opinion of probable cost (OPC) dated November 16, 2022 (sent via email).

Based upon the information provided by Shamrock with their bid, S+G finds their submittal to be complete. Further, based on our positive experience working with Shamrock on past landfill expansion projects, we recommend that this project be awarded to Shamrock Environmental Corp. of Browns Summit, North Carolina.

Please contact us at your earliest convenience should you have any questions or if you should require additional information.

Ms. Melinda King, P.E.

January 31, 2023

Page 2 of 2

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

Spencer W. Hollomon

8B13721B7E5F488...

Spencer W. Hollomon, P.E.

Senior Project Engineer

spencer@smithgardnerinc.com

DocuSigned by:

Pieter Scheer

5B6B31996A674D7...

Pieter K. Scheer, P.E.

Vice President, Senior Engineer

pieter@smithgardnerinc.com



Attachment: Certified Bid Tabulation

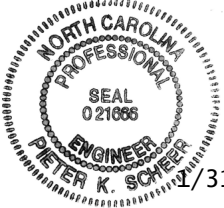
cc: Robby Stone, P.E., City of High Point
Allan Hicks, P.E., City of High Point
Mike Spencer, City of High Point

BID TABULATION				BIDDER: Shamrock Environmental Corp.		Morgan Corp.		Jimmy R. Lynch & Sons, Inc.	
City of High Point - Kersey Valley MSW Landfill - Phase 6 Construction				ADDRESS: 6106 Corporate Park Dr		11700 Reames Road		P.O. Drawer BB	
January 25, 2023; 2:00 p.m.				Browns Summit, NC 27214		Charlotte, NC 28269		Pilot Mountain, NC 27041	
NC CONTRACTOR LICENSE NO:				47513		12289		7706	
BASE BID SCHEDULE:									
PAY ITEM NUMBER	ITEM DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.0	Site Preparation	1	LS	LS	\$196,489.00	LS	\$131,915.00	LS	\$382,700.00
1.1	Tree Protection Fence	600	LF	\$2.60	\$1,560.00	\$2.90	\$1,740.00	\$2.78	\$1,668.00
1.2	Well/Piezometer Abandonment	150	VF	\$123.00	\$18,450.00	\$95.00	\$14,250.00	\$75.00	\$11,250.00
2.0	Excavation	200,000	CY	\$4.40	\$880,000.00	\$3.50	\$700,000.00	\$4.13	\$826,000.00
2.1	Over-Excavation & Backfill	2,000	CY	\$6.40	\$12,800.00	\$14.00	\$28,000.00	\$7.41	\$14,820.00
3.0	Embankment	55,000	CY	\$2.20	\$121,000.00	\$12.00	\$660,000.00	\$4.33	\$238,150.00
3.1	Misc. Additional Embankment	1,000	CY	\$2.20	\$2,200.00	\$10.00	\$10,000.00	\$7.41	\$7,410.00
4.0	Rock Removal - Mass	500	CY	\$69.00	\$34,500.00	\$192.00	\$96,000.00	\$38.00	\$19,000.00
4.1	Rock Removal - Trench	50	CY	\$115.00	\$5,750.00	\$243.00	\$12,150.00	\$135.00	\$6,750.00
5.0	Liner System:	-----	-----	-----	-----	-----	-----	-----	-----
5.1	1.5' Min. Compacted Soil Liner	16,100	CY	LS	\$336,007.00	LS	\$450,800.00	LS	\$213,800.00
5.2	Geosynthetic Clay Liner	289,500	SF	LS	\$289,500.00	LS	\$347,400.00	LS	\$263,500.00
5.3	60 mil Text. HDPE Geomembrane	289,500	SF	LS	\$257,655.00	LS	\$318,450.00	LS	\$236,800.00
6.0	Leachate Collection System:	-----	-----	-----	-----	-----	-----	-----	-----
6.1	Type GT-C Geotextile	26,000	SY	LS	\$83,200.00	LS	\$104,000.00	LS	\$77,200.00
6.2	Drainage Geocomposite	67,000	SF	LS	\$55,610.00	LS	\$87,100.00	LS	\$67,500.00
6.3	Leachate Collection Media	9,200	CY	LS	\$563,040.00	LS	\$726,800.00	LS	\$644,300.00
6.4	No. 57 Stone	1,800	CY	LS	\$132,210.00	LS	\$205,200.00	LS	\$125,000.00
6.5	Cell Divider Berm	200	LF	LS	\$9,200.00	LS	\$19,200.00	LS	\$16,700.00
6.6	Type GT-S Geotextile	27,500	SY	LS	\$63,250.00	LS	\$77,000.00	LS	\$56,700.00
6.7	Protective Cover [Soil]	12,800	CY	LS	\$174,592.00	LS	\$192,000.00	LS	\$182,200.00
6.8	8" Diam. HDPE [DR 11] Pipe & Fittings	1,700	LF	LS	\$40,681.00	LS	\$91,800.00	LS	\$54,400.00
6.9	18" Diam. HDPE [DR 17] Side Riser Assemblies	2	EA	LS	\$27,352.00	LS	\$25,370.00	LS	\$48,600.00
6.10	Geosynthetic Rain Cover	2,400	SY	LS	\$19,056.00	LS	\$17,760.00	LS	\$24,000.00
7.0	Leachate Transmission System:	-----	-----	-----	-----	-----	-----	-----	-----
7.1	Phase 6 Leachate Pumps (2), Controls, Flow Meter, & Related Electrical	1	EA	LS	\$55,429.00	LS	\$142,096.00	LS	\$121,600.00
7.2	Leachate Force Main Valve Box Assembly (incl. concrete boxes, valves, sump pump, etc.)	1	EA	LS	\$17,512.00	LS	\$29,565.00	LS	\$11,400.00
7.3	Tee/Isolation Valve Box Assembly (incl. concrete box, valve, etc.)	1	EA	LS	\$5,768.00	LS	\$14,803.00	LS	\$25,300.00
7.4	2"/4" Diam. HDPE [DR 11] Pipe & Fittings	80	LF	LS	\$9,120.00	LS	\$6,400.00	LS	\$899,100.00
7.5	Bollards	4	EA	\$551.00	\$2,204.00	\$1,598.00	\$6,392.00	\$2,500.00	\$10,000.00
8.0	Erosion and Sedimentation Control:	-----	-----	-----	-----	-----	-----	-----	-----
8.1	Temporary Gravel Construction Entrances/Exits	4	EA	\$3,240.00	\$12,960.00	\$5,303.00	\$21,212.00	\$5,300.00	\$21,200.00
8.2	Silt Fence	1,600	LF	\$3.20	\$5,120.00	\$3.90	\$6,240.00	\$3.50	\$5,600.00
8.3	Stone Filter Fence	160	LF	\$5.00	\$800.00	\$16.00	\$2,560.00	\$19.00	\$3,040.00
8.4	Sediment Basin No. 4 Riser Modification	1	LS	LS	\$9,626.00	LS	\$279.50	LS	\$26,000.00
8.5	18" Diam. RCP [Class III] [C-C] (Incl. 2 FES)	36	LF	\$197.00	\$7,092.00	\$210.00	\$7,560.00	\$204.00	\$7,344.00
8.6	48" Diam. RCP [Class III] [C-49C, C-49D, & C-B] (Incl. 1 FES)	256	LF	\$244.00	\$62,464.00	\$376.00	\$96,256.00	\$362.00	\$92,672.00
8.7	30" Diam. HDPE [DR 17] [C-D] (Incl. 2 FES)	388	LF	\$214.00	\$83,032.00	\$237.00	\$91,956.00	\$363.00	\$140,844.00
8.8	Precast Manhole [MH-49B]	1	LS	LS	\$11,139.00	LS	\$5,183.00	LS	\$15,200.00
8.9	Precast Drop Inlet [DI-49B]	1	LS	LS	\$5,722.00	LS	\$5,313.00	LS	\$12,400.00
8.10	Filter Berms [C-A, C-B, & C-D]	3	EA	\$1,865.00	\$5,595.00	\$3,489.00	\$10,467.00	\$2,400.00	\$7,200.00
8.11	Abandon Culvert C-A [48" Diam. RCP]	1	LS	LS	\$3,638.00	LS	\$1,295.00	LS	\$6,300.00
8.12	Perimeter Road Drainage Channel	370	LF	\$14.00	\$5,180.00	\$19.00	\$7,030.00	\$26.00	\$9,620.00
8.13	Drainage Channel DC-11	180	LF	\$12.00	\$2,160.00	\$17.00	\$3,060.00	\$26.00	\$4,680.00
8.14	Drainage Channels DC-12, DC-18, DC-A2, & DC-A4	1,010	LF	\$15.00	\$15,150.00	\$14.00	\$14,140.00	\$26.00	\$26,260.00
8.15	Drainage Channel DC-41	200	LF	\$11.00	\$2,200.00	\$12.00	\$2,400.00	\$26.00	\$5,200.00
8.16	Drainage Channels DC-A1, DC-A3, DC-A5, & DC-A6	1,160	LF	\$3.40	\$3,944.00	\$6.50	\$7,540.00	\$32.00	\$37,120.00
8.17	Rip Rap Aprons [C-D & Channels]	4	EA	\$702.00	\$2,808.00	\$888.50	\$3,554.00	\$5,300.00	\$21,200.00
8.18	Rock Dams	2	EA	\$1,199.00	\$2,398.00	\$2,243.00	\$4,486.00	\$900.00	\$1,800.00
8.19	Erosion Control Blanket	8,000	SY	\$1.80	\$14,400.00	\$1.90	\$15,200.00	\$2.00	\$16,000.00
8.20	Revegetation	20	AC	\$4,176.00	\$83,520.00	\$2,843.00	\$56,860.00	\$3,200.00	\$64,000.00

BIDDER:				Shamrock Environmental Corp.		Morgan Corp.		Jimmy R. Lynch & Sons, Inc.	
9.0	Electrical Work:	-----	-----	-----	-----	-----	-----	-----	-----
9.1	Power and Control Conduits	1	LS	LS	\$4,778.00	LS	\$32,966.00	LS	\$64,000.00
9.2	Phase 6 Leachate Pumps - Other Electrical	1	LS	LS	\$79,350.00	LS	\$58,874.00	LS	\$99,300.00
10.0	Roadway Work:	-----	-----	-----	-----	-----	-----	-----	-----
10.1	Aggregate Surfacing (8-Inch Thickness)	100	SY	\$22.00	\$2,200.00	\$49.00	\$4,900.00	\$31.00	\$3,100.00
10.2	Aggregate Surfacing (12-Inch Thickness)	1,200	SY	\$25.00	\$30,000.00	\$33.00	\$39,600.00	\$39.00	\$46,800.00
11.0	Traffic Control	1	LS	LS	\$134,334.00	LS	\$91,117.00	LS	\$69,800.00
12.0	Surveying	1	LS	LS	\$102,350.00	LS	\$91,716.00	LS	\$123,800.00
13.0	Project Contingency	1	LS	LS	\$200,000.00	-----	\$200,000.00	-----	\$200,000.00
14.0	Bonds, Mobilization, & Insurance	1	LS	LS	\$178,442.00	LS	\$199,155.00	LS	\$166,300.00
TOTAL BASE BID PRICE:				\$4,484,537.00		\$5,597,110.50		\$5,882,428.00	
IRREGULARITIES:				None		None		None	

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.
SMITH GARDNER, INC.

DocuSigned by:
Pieter Scheer
5B6B31996A674D7...
Pieter K. Scheer, P.E.
Project Manager





**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: 2023-086

File ID: 2023-086

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2023

File Name:

Final Action:

Title: Contract - Sourcewell - James River Equipment - John Deere 624P Wheel Loader - Ingleside Compost Facility

City Council is requested to award a Sourcewell #032119-JDC Contract to James River Equipment in the amount of \$270,211.31 for the purchase of a John Deere 624P wheel loader and approve a budget ordinance amendment for the wheel loader replacement purchase.

Notes:

Sponsors:

Enactment Date:

Attachments: 3. Contract - Sourcewell – James River Equipment – John Deere 624P Wheel Loader – Ingleside Compost Facility

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 2023-086

CITY OF HIGH POINT

AGENDA ITEM



Title: Wheel Loader

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: None

Meeting Date: February 20, 2023

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Ingleside compost facility has a John Deere 624K wheel loader in need of replacement based on hours and overall condition. Using the Sourcewell # 032119-JDC contract a John Deere 624P wheel loader is being recommended for council approval.

BACKGROUND:

The Ingleside compost facility is currently using a 2010 John Deere 624K wheel loader with over 12,000+ hours. It is reaching the end of its useful life. James River Equipment has the John Deere 624P wheel loader which will continue to meet their needs. The price of \$270,211.31 is for the wheel loader, extended warranty, operator training, and delivery. Delivery is estimated at 120-150 days.

BUDGET IMPACT:

A budget ordinance amendment appropriating \$270,220 in additional revenue expected from the sale of vehicles and other rolling stock is included with this item.

RECOMMENDATION / ACTION REQUESTED:

- 1) The Fleet Services Department recommends purchasing one (1) John Deere 624P wheel loader from James River Equipment. Recommendation also includes declaring the old loader as surplus and disposing through the online auction process.
- 2) The Fleet Services and Financial Services Departments recommend and ask City Council to approve the budget ordinance amendment for the wheel loader replacement purchase.



"AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN THE CENTRAL SERVICES FUND
FOR A REPLACEMENT WHEEL LOADER

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

Section 1. The Ingleside Compost Facility has a wheel loader in need of replacement based on hours and overall condition. The proposed amendment appropriates additional projected revenues from the sale of vehicles and other rolling stock to fund this replacement.

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

(A) That the following Central Services Fund revenues be amended as follows:

Sale of Capital Assets	\$270,220
------------------------	-----------

(B) That the following Central Services Fund expenditures be amended as follows:

Vehicle and Other Rolling Stock Replacement	\$270,220
---	-----------

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 20th day of February 2023

Mayor, Jay W. Wagner

ATTEST

Sandra Keeney,
City Clerk

Quote Id: 27240599

Prepared For:
CITY OF HIGH POINT



Prepared By: **NICHOLAS WOOD**

James River Equipment
411 S Regional Road
Greensboro, NC 27409

Tel: 336-668-2762

Fax: 336-668-3714

Email: nick.wood@jamesriverequipment.com

Quote Summary

Prepared For:
CITY OF HIGH POINT
NC

Prepared By:
NICHOLAS WOOD
James River Equipment
411 S Regional Road
Greensboro, NC 27409
Phone: 336-668-2762
nick.wood@jamesriverequipment.com

Quote Id: 27240599
Created On: 12 August 2022
Last Modified On: 06 February 2023
Expiration Date: 28 February 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 624 P-Tier Wheel Loader - Price Based on Sourcewell Contract #032119-JDC	\$ 261,008.11	\$ 261,008.11 X	1 =	\$ 261,008.11
Extended Warranty		\$ 9,203.20 X	1 =	\$ 9,203.20
Extended Warranty, 624 P, Power Train And Hydraulics, 7500 Total Hours or 60 Total Months, \$0 Deductible				
Sub Total				\$ 270,211.31
Equipment Total				\$ 270,211.31

Quote Summary

Equipment Total	\$ 270,211.31
SubTotal	\$ 270,211.31
Total	\$ 270,211.31
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 270,211.31

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27240599

JOHN DEERE 624 P-Tier Wheel Loader - Price Based on Sourcewell				
Contract #032119-JDC				
Hours:				Suggested List
Stock Number:				\$ 261,008.11
				Selling Price
				\$ 261,008.11
Code	Description	Qty	Unit	Extended
6041DW	624 P Wheel Loader	1	\$ 297,503.00	\$ 297,503.00
Standard Options - Per Unit				
183E	JDLink™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
0400	Standard Loader	1	\$ 0.00	\$ 0.00
0451	Standard Z-BAR	1	\$ 0.00	\$ 0.00
0612	Level 2 Trim	1	\$ 6,663.00	\$ 6,663.00
0654	Level 1 Performance	1	\$ 0.00	\$ 0.00
0952	Rear Camera (Secondary Display)	1	\$ 715.00	\$ 715.00
1100	Less Detection System	1	\$ 0.00	\$ 0.00
1301	Left Side Steps	1	\$ 0.00	\$ 0.00
2205	SmartWeigh Ready + Trial	1	\$ 930.00	\$ 930.00
4095	John Deere 6.8L - FT4/SV	1	\$ 26,100.00	\$ 26,100.00
5116	Titan TGD2 - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1	\$ 15,750.00	\$ 15,750.00
5552	Standard Front Fenders	1	\$ 0.00	\$ 0.00
6522	Rear Counterweight & Rear Hitch w/ Pin	1	\$ 0.00	\$ 0.00
7026	Joystick Controls	1	\$ 0.00	\$ 0.00
7054	Three Function Hydraulics	1	\$ 2,342.00	\$ 2,342.00
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$ 6,294.00	\$ 6,294.00
7465	Less Cutting Edge, Segments, and Teeth	1	\$ 0.00	\$ 0.00
7500	Less Fork Frame	1	\$ 0.00	\$ 0.00
7700	Less Tines	1	\$ 0.00	\$ 0.00
7800	Less Bucket	1	\$ 0.00	\$ 0.00
8295	Heated And Powered Exterior Mirrors	1	\$ 747.00	\$ 747.00
8501	Debris Package	1	\$ 3,425.00	\$ 3,425.00
8502	Maintenance and Service Package	1	\$ 620.00	\$ 620.00
8505	Guards - Transmission & Bottom	1	\$ 2,135.00	\$ 2,135.00
8508	Auxiliary Equipment Package	1	\$ 1,175.00	\$ 1,175.00
Standard Options Total				\$ 66,896.00
Technology Options				
Deduct	Deduct 40% Based on Sourcewell Contract #032119-JDC	1	\$ -145,759.00	\$ -145,759.00

Selling Equipment

Quote Id: 27240599

Technology Options Total				\$ -145,759.00
Dealer Attachments				
4and1	Rockland 4and1, 3.25cuyd Bucket	1	\$ 28,031.11	\$ 28,031.11
Scales	Loadrite Scales	1	\$ 14,337.00	\$ 14,337.00
Dealer Attachments Total				\$ 42,368.11
Value Added Services				
	Extended Warranty	1	\$ 9,203.20	\$ 9,203.20
Value Added Services Total				\$ 9,203.20
Suggested Price				\$ 270,211.31
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 270,211.31

Extended Warranty Proposal

PowerGard™ Protection Plan

4WD Loaders

Date : February 6, 2023

Machine/Use Information

Plan Description

Price

Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	4WD Loaders	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 9,203.20
Model	624 P	Total Months:	60		
Country	US	Total Hours:	7500	Date Quoted	February 6, 2023
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



**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: 2023-087

File ID: 2023-087

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2023

File Name:

Final Action:

Title: Contract - Samet Corporation - Design-Build Services - Truist Point Stadium

Modifications - RFQ Recommendation

1. Staff recommends and asks the City Council to approve the selection and contract with Samet Corporation as the Design-Build Firm for the City of High Point, Truist Point Stadium Modifications project.
2. Staff recommends and asks the City Council to approve the Preconstruction/Design Services Phase contract in an amount not to exceed \$303,240.
3. Staff recommends and asks the City Council to approve a capital project ordinance in the amount of \$6,000,000 for this project.

Notes:

Sponsors:

Enactment Date:

Attachments: 4. Contract – Samet Corporation - Design-Build Services – Truist Point Stadium Modifications – RFQ Recommendation

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 2023-087

CITY OF HIGH POINT

AGENDA ITEM



Title: Design-Build Services – Truist Point Stadium Modifications

From: Eric Olmedo, Assistant City Manager

Meeting Date: February 20, 2023

Public Hearing: None

Advertising Date / N/A

Advertised By:

Attachments: RFQ Recommendation – Request for Council Approval

PURPOSE:

The selection of a Design-Build firm to manage and oversee Truist Point Stadium Modifications in preparation for a Major League Soccer (MLS) venue and approval of a capital project budget ordinance.

BACKGROUND:

A Request for Qualifications (RFQ 14-100522) was advertised and processed to solicit interested firms for Design-Build Services for the Truist Point Stadium Modifications project. One (1) proposal was submitted on the first attempt and three (3) are required to proceed per North Carolina General Statutes. A Re-Bid RFQ, (17-101422) was then processed and advertised and two (2) proposals were obtained. A selection committee evaluated the two (2) proposals and selected Samet Corporation for the project based on the quality-based evaluation process.

The first phase of the design-build contract includes a Preconstruction/Design Service phase. A Guaranteed Maximum Price (GMP) contract is expected to come to City Council in May 2023 for approval.

The estimated cost from Samet for the stadium modifications is \$5.5 million. There will be additional equipment, fixtures and technology requirements purchased outside the Samet contract, and the estimate for these items is \$500,000. The total project cost is estimated at \$6.0 million.

BUDGET IMPACT:

The stadium modifications will be funded with an installment financing agreement and future debt service payments will be paid from the General Debt Service Fund.

RECOMMENDATION / ACTIONS REQUESTED:

1. Staff recommends and asks the City Council to approve the selection and contract with Samet Corporation as the Design-Build Firm for the City of High Point, Truist Point Stadium Modifications project.
2. Staff recommends and asks the City Council to approve the Preconstruction/Design Services Phase contract in an amount not to exceed \$303,240.
3. Staff recommends and asks the City Council to approve a capital project ordinance in the amount of \$6,000,000 for this project.

“A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR
TRUIST POINT STADIUM MODIFICATIONS

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 the enhancement of Truist Point Stadium to accommodate the City’s new soccer team, Carolina Core Football Club. The Project will serve the citizens and visitors of the City of High Point. The Project will be funded by an installment financing agreement.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|--------------------------------|-------------|
| Installment Financing Proceeds | \$6,000,000 |
|--------------------------------|-------------|
- Section 3. The following amounts are appropriated for the Project:
- | | |
|------------------------------------|-------------|
| Truist Point Stadium Modifications | \$6,000,000 |
|------------------------------------|-------------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 20th day of February 2023.

Mayor, Jay W. Wagner

ATTEST

Sandra R. Keeney,
City Clerk