



# City of High Point

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

## Meeting Agenda

### Finance Committee

*Britt Moore, Chair*

*Committee Members:*

*Monica Peters*

*Michael Holmes*

*Victor Jones*

*Jay Wagner, Mayor (Alternate)*

*Wesley Hudson, Mayor Pro Tem (Alternate)*

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Thursday, March 30, 2023

4:00 PM

3rd Floor Council Chambers

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### FINANCE COMMITTEE - Britt W. Moore, Chair

### CALL TO ORDER

### PRESENTATION OF ITEMS

[2023-134](#)

Contract - S&ME - Professional Engineering Services - Ward Water Treatment Plant (WWTP)

City Council is requested to award a contract to S&ME in the amount of \$98,600 for the professional engineering services for the rehabilitation of the I-74 elevated storage tank and the Ward WTP 10-million-gallon (MG) ground storage tank.

**Attachments:** [4. Contract - S&ME – Professional Engineering Services – Ward Water Treatme](#)

[2023-135](#)

Contract - Sole Source - Precision Safe Sidewalks, LLC - Sidewalk Trip Hazard Removal

City Council is requested to award a sole source contract to Precision Safe Sidewalks, LLC in the amount not to exceed \$142,803.00 for the removal, replacement, or alternative repair of City of High Point maintained sidewalks.

**Attachments:** [5. Contract – Sole Source – Precision Safe Sidewalks, LLC – Sidewalk Trip Haz](#)

[2023-138](#)

Resolution - Filing Fees 2023 Municipal Election

Council is requested to adopt a resolution to set filing fees for the Mayor and City Council in the amount of \$96.00 for the upcoming 2023 Municipal Election.

**Attachments:** [9. Resolution - Filing Fees 2023 Municipal Election](#)

[2023-140](#)

Resolution - Supplemental Agreement - State of North Carolina & City of High Point - Settlement of Opioid Litigation  
City Council is requested to adopt a resolution and approve a

supplemental agreement between the State of North Carolina and the City of High Point on proceeds related to the settlement of opioid litigation and authorize appropriate city officials to execute all necessary documents.

**Attachments:** [1. Resolution – Supplemental Agreement – State of North Carolina & City of Hig](#)

[2023-141](#)

Contract - Sole Source - Core & Main - Composite Water Meter Box Lids - Customer Service Department

City Council is requested to award a sole source contract to Core & Main in the amount of \$77,553.88 for the purchase of 2,000 Composite Water Meter Box Lids (1,000 - DFW1219MBX, 1,000- DFW1014) for the Customer Service Department.

**Attachments:** [2. Contract – Sole Source - Core & Main – Composite Water Meter Box Lids – C](#)

[2023-142](#)

Contract - OMNIA US Communities - Graybar - Security Access Controls - MOB City Hall Municipal Building

City Council is requested to award an OMNIA US Communities contract to Graybar in the amount of \$112,160.95 for the purchase of multiple physical access controls to improve physical security at City Hall.

**Attachments:** [3. Contract – OMNIA US Communities – Graybar – Security Access Controls – |](#)

[2023-143](#)

Contract - Samet Inc. GMP - Truist Point Stadium Modifications - (MLS)Major League Soccer

City Council is requested to approve the Construction Phase contract in an amount not to exceed \$5,296,970, for a total Guaranteed Maximum Price (GMP) of \$5,628,475l and the itemized Guaranteed Maximum Price (GMP) statement for Samet Corporation for modifications to Truist Point Stadium Modifications in preparation for a Major League Soccer (MLS) team to begin play in Spring 2024

**Attachments:** [6. Contract – Samet Inc. GMP – Truist Point Stadium Modifications – \(MLS\)Maj](#)

[2023-144](#)

Municipal Agreement - (NDOT) North Carolina Department of Transportation - Schedule A

City Council is requested to approve a North Carolina Department of Transportation (NDOT) new reimbursement Schedule A municipal agreement to cover the maintenance costs of traffic control signs on state system roads within the City's municipal limits.

**Attachments:** [7. Municipal Agreement – \(NDOT\) North Carolina Department of Transportation](#)

[2023-145](#)

Municipal Agreement - (NDOT) North Carolina Department of Transportation - Schedule B

City Council is requested to approve a North Carolina Department of Transportation (NDOT) new reimbursement Schedule B municipal agreement to cover the maintenance costs of pavement markings on state system roads within the City's municipal limits.

**Attachments:** [8. Municipal Agreement – \(NDOT\) North Carolina Department of Transportation](#)

**ADJOURNMENT**



# City of High Point

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

## Master

**File Number: 2023-134**

**File ID:** 2023-134

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 03/21/2023

**File Name:**

**Final Action:**

**Title:** Contract - S&ME - Professional Engineering Services - Ward Water Treatment Plant (WWTP)

City Council is requested to award a contract to S&ME in the amount of \$98,600 for the professional engineering services for the rehabilitation of the I-74 elevated storage tank and the Ward WTP 10-million-gallon (MG) ground storage tank.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 4. Contract - S&ME – Professional Engineering Services – Ward Water Treatment Plant (WWTP)

**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 2023-134**



# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Professional Services- Ward Water Treatment Plant (WTP) 10MG and I-74 Tanks  
S&ME

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

**Meeting Date:** April 3, 2023

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A- Proposal for Professional Tank Services for I-74 1MG Welded Steel Elevated Tank and Frank L. Ward WTP 10 MG Crom Tank

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### PURPOSE:

To contract with S&ME for the professional engineering services for the rehabilitation of the I-74 elevated storage tank and the Ward WTP 10-million-gallon (MG) ground storage tank.

### BACKGROUND:

The I-74 elevated tank and the 10 MG ground storage tank are located at the Ward WTP and were inspected by S&ME in January 2023. Both of the tanks are recommended for a paint overcoating. The proposal from S&ME includes providing assistance to the City with the following:

- Task 1- Design Phase- developing tank rehabilitation specifications.
- Task 2- Bidding Phase- provide assistance to the City during the bidding process.
- Task 3- Water Tank Permitting Phase- ensure compliance with NCDEQ permitting requirements for each tank.
- Task 4- Work in Process Observation- provide full time observation during tank upgrades, surface preparation and coating application.

The preliminary cost estimate to perform the painting / rehabilitation work on both tanks is \$775,000.

### BUDGET IMPACT:

Funds for this project are available in the FY 2022/2023 Budget.

### RECOMMENDATION / ACTION REQUESTED:

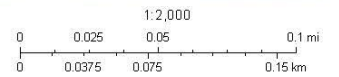
The Public Services Department recommends approval and asks for the Council to award the professional engineering services to S&ME in the amount of \$98,600.

# thePoint Web Map



March 20, 2023

Addresses	Street Names	Sidewalks
City Facilities	Railroad	Sidewalks
Points of Interest	Edge of Pavement	Airport Runways
Schools	Parking	Tax Parcel



Web AppBuilder for ArcGIS  
2018

## Aerial View of the Ward Water Treatment Plant



February 7, 2023

City of High Point  
121 N. Pendleton Street  
High Point, North Carolina 27260

Attention: Mr. Rodney Darr

Reference: **Proposal for Professional Tank Services**  
**I-74 1MG Welded Steel Elevated Tank and Frank L. Ward WTP 10MG Crom Tank**  
High Point, North Carolina  
S&ME Proposal No. 23580071

Dear Mr. Darr:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide Professional Tank Services for the above-referenced water tanks. This proposal summarizes our understanding of the proposed work, schedule, and costs. Our services will be performed in accordance with the Master Agreement for Professional Services between City of High Point and S&ME dated January 1, 2023.

## ◆ Project Background

Project information was provided in an email from Rodney Darr with City of High Point and Tim Greene with S&ME on January 30, 2023.

The City of High point has an Interstate I-74 1 MG welded steel elevated composite water storage tank constructed in 2010 and a Frank L. Ward Water Treatment Plant (WTP) 10 MG Crom concrete ground storage water tank constructed in 1997, which are both located at 121 North Pendleton Avenue in High Point, North Carolina. The City of High Point has requested S&ME provide a proposal to prepare Specification Section 00990 and provide on-site coating application observations during the coating rehabilitation of both tanks.

## ◆ Scope of Services

Based on our understanding of the I-74 1MG welded steel elevated composite water tank and the Frank L. Ward WTP 10MG Crom tank improvement plans, we will provide the following scope of basic services for each tank:

### Task 1 - Design Phase (per tank):

1. The tank rehabilitation specifications will be prepared for each tank within 6 weeks of S&ME receiving signed authorization to proceed from City of High Point.
2. Attend meetings with the Owner to obtain comments.
3. Incorporate Owner recommendations into the tank rehabilitation specifications.
4. Prepare the technical specifications Section 00990 for each tank and provide them to the City of High Point.





**Proposal for Professional Tank Services**  
**I-74 1MG Welded Steel Elevated Tank and Frank L. Ward WTP 10MG Crom Tank**  
 High Point, North Carolina  
 S&ME Proposal No. 23580071

**Task 2- Bidding Phase (per tank):**

1. It is anticipated that the bidding process will require two meeting for each tank (total four meetings), a pre-bid meeting and a bid opening meeting, and there will be 14 business days to respond to bidder questions after the pre-bid meetings.
2. For each tank, attend the mandatory pre-bid meeting and provide attendees with a copy of the attendee list.
3. Serve as the bidder's point of contact.
4. Address contractor questions and distribution of meeting minutes.
5. Provide addendum if required.
6. Develop a preliminary bid tabulation.
7. Attend bid opening for each tank per Item 1 above.

**Task 3 - Water Tank Permitting Phase (per tank):**

1. **Application for Water Tank Conditioning Plan Approval**  
 Submit to NC DEQ (contact information below) 30 days prior to the commencement of any work for each tanks. S&ME will prepare the application and send it to the City of High Point Project Engineer to obtain signatures. S&ME will submit with payment.
2. **Engineer's Certification Form**  
 Prior to placing each tank in service, S&ME will complete the Engineering Certification Form and send it to the State.
3. **NC DEQ Form 3762 Bacteriological Analysis**  
 Prior to placing each tank in service, the City of High Point laboratory staff will collect, analyze, and certify the sample based on the 3762 Bacteriological Analysis and send the report to S&ME.
4. **DEQ Regional Contact**  
 Walker Keel  
 NC DEQ Winston-Salem Regional Office W. Hanes Mill Road  
 Public Water Supply Section  
 450 Hanes Mill Road  
 Winston-Salem, NC 27105  
 336-776-9664  
[Walker.keel@ncdenr.gov](mailto:Walker.keel@ncdenr.gov)

**Task 4 - Work in Process Observation (per tank)**

1. Provide full time observations during tank upgrades, surface preparation and coating application.
2. Observation will be performed by S&ME Coating Technician under the direction of a AMPP (Formally NACE Level III) Certified Coating Inspector to monitor blasting, coating operations, and document daily activities. Observations will include testing of blast media, air supply for blast equipment, surface cleanliness, blast profile measurements, monitor ambient air conditions, observation of mixing procedure, application process, recoat process, and visual observation including measurement of dry film thickness of each coat as appropriate based on operations in progress.



**Proposal for Professional Tank Services**  
**I-74 1MG Welded Steel Elevated Tank and Frank L. Ward WTP 10MG Crom Tank**  
 High Point, North Carolina  
 S&ME Proposal No. 23580071

3. Observe the Contractor perform void detection of the interior wet coating system (Holiday Detection) as required by the project specifications (I-74 steel tank only).
4. S&ME will prepare and electronically distribute a daily record of the observations to the City of High Point.

### ◆ Exclusions

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal:

- Surveying, Construction Staking, and Platting
- Structural Assessment
- Geotechnical Engineering/Testing
- Other permitting beyond NC DEQ requirements
- Welding and NDE inspection
- Hazardous Materials Consulting
- Changes or additions to the proposed project not known to us at the time of this proposal

If any of the above excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

**NOTE:** This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be materially modified or amended, unless the changes are agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

### ◆ Client Responsibilities

1. Incorporate Section 0990 into the city of High Point front end contract documents.
2. Provide S&ME with 2 copies of the final specification and bidding documents.
3. Advertise for bids.

### ◆ Compensation and Authorization

We will provide Tasks 1, 2, and 3 based on the lump sum fees listed in the following tables. Task 4 will be billed based on the time actually spent on the project in accordance with the unit rates on the Fee Schedule and Budget Estimates in the Appendix.

Working hours are anticipated Monday through Friday 7:00 am to 5:00 pm. The City will pay S&ME a maximum of 40 hours per week. The Contractor will pay S&ME directly for all overtime and holiday hours worked at their discretion in accordance with the project specifications.



**Proposal for Professional Tank Services**  
**I-74 1MG Welded Steel Elevated Tank and Frank L. Ward WTP 10MG Crom Tank**  
 High Point, North Carolina  
 S&ME Proposal No. 23580071

Please note that our invoice payment terms are 30-days net. Once a contract is agreed upon and you receive our first invoice, we ask that you verify our invoice headings, descriptions, and mailing address to assure prompt payment.

### I-74 1MG Welded Steel Elevated Tank - Compensation

Task	Cost of Services
Task 1 – Design Phase	\$5,200 Lump Sum
Task 2 – Bidding Phase	\$2,000 Lump Sum
Task 3 – Permitting Phase	\$2,000 Lump Sum
Task 4 – Work in Progress	\$53,000 Estimated Cost (Billed Based on Unit Rates on Fee Schedule)
Total Estimated Cost	\$62,200

### Frank L. Ward 10MG Crom Tank - Compensation

Task	Cost of Services
Task 1 – Design Phase	\$5,200 Lump Sum
Task 2 – Bidding Phase	\$2,000 Lump Sum
Task 3 – Permitting Phase	\$2,000 Lump Sum
Task 4 – Work in Progress	\$27,200 Estimated Cost (Billed Based on Unit Rates on Fee Schedule)
Total Estimated Cost	\$36,400

Our services will be performed in accordance with the Master Agreement for Professional Services between City of High Point and S&ME dated January 1, 2023. To provide us with formal authorization to proceed, please sign and date below.

\_\_\_\_\_ (Name – Printed)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)





**Proposal for Professional Tank Services**  
**I-74 1MG Welded Steel Elevated Tank and Frank L. Ward WTP 10MG Crom Tank**  
 High Point, North Carolina  
 S&ME Proposal No. 23580071

◆ **Closure**

S&ME appreciates the opportunity to be of service to you. If you have questions regarding this proposal, or if we may be of further assistance, please contact us.

Sincerely,

**S&ME, Inc.**

Tim Greene  
 Coating Services Manager  
 AMPP Certified Senior Coating Inspector #3492

Kasey McWhorter, P.E.  
 Vice President/Office Principal

TG/KM/wj

Attachment: Fee Schedule  
 Budget Estimate (2 pages)

## Attachments





**Fee Schedule**  
**Coatings Services – 2023**  
**Greensboro, North Carolina**

**ENGINEERING AND SUPPORT PERSONNEL**

1	AMPP Certified Coating Inspector Level I & II, per regular time hour	\$	100.00
2	AMPP Certified Coating Inspector III, per regular time hour	\$	110.00
3	AMPP Senior Certified Coating Inspector Level III, Project Manager (no overtime)	\$	160.00
4	Professional Engineer (PE), per hour	\$	235.00
5	Secretarial, per hour	\$	80.00

**EXPENSES**

1	Mileage, per mile	\$	0.85
2	Hotel (per day)		Cost plus 15%
3	Transportation		Cost plus 15%
4	Per Diem (per day)	\$	54.00

**GENERAL NOTES:**

1. The hourly rates for S&ME personnel are for portal to portal time. Overtime, outside the hours of 6:00 AM to 6:00 PM, more than 8 hours per day, or Saturdays, Sundays, or holidays will be at the regular rates times 1.50.
2. Actual vehicle mileage from our office to the job site will be charged at the above rate.

**ASSUMPTIONS - 1 Tank, 8 weeks (Monday-Friday)**

<b>AMPP Coating Inspector Services</b>		<b>Quantity</b>	<b>Units</b>		<b>Unit Rate</b>	<b>Extension</b>
1.	AMPP (Formally NACE) Level 3 Project Mgr.	16	hours	@	\$160.00	\$2,560.00
2.	Office Review/Administrative	1	hours	@	\$80.00	\$80.00
					<b>Subtotal</b>	<b>\$2,640.00</b>
<b>AMPP Coating Inspector</b>						
1.	Site Visits (assumed 60 visits @ 8 hours/day)	480	hours	@	\$100.00	\$48,000.00
3.	Mileage (44 miles x 60 round trips)	2640	miles	@	\$0.85	\$2,244.00
					<b>Subtotal</b>	<b>\$50,244.00</b>
					<b>Total</b>	<b>\$52,884.00</b>
<b>Budget Estimate</b>						<b>\$53,000.00</b>







# City of High Point

Municipal Office Building  
211 S. Hamilton Street  
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## Master

**File Number: 2023-135**

**File ID:** 2023-135

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 03/21/2023

**File Name:**

**Final Action:**

**Title:** Contract - Sole Source - Precision Safe Sidewalks, LLC - Sidewalk Trip Hazard Removal

City Council is requested to award a sole source contract to Precision Safe Sidewalks, LLC in the amount not to exceed \$142,803.00 for the removal, replacement, or alternative repair of City of High Point maintained sidewalks.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 5. Contract – Sole Source – Precision Safe Sidewalks, LLC – Sidewalk Trip Hazard Removal

**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 2023-135**

# CITY OF HIGH POINT

## AGENDA ITEM

**Title: Sidewalk Trip Hazard Removal**

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

**Meeting Date:** April 3, 2023

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Sidewalk Trip Hazard Removal Proposal  
Sole Source Justification Form  
Sole Source Letter

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**PURPOSE:**

The City budgets on an annual basis for the removal, replacement, or alternative repair of City of High Point maintained sidewalks. Multiple locations have been identified to be repaired within the Central Business District (CBD) and funding is available to begin phase 2 repairs for severe rated sidewalks within the CBD.

**BACKGROUND:**

The City of High Point performs sidewalk replacements or repairs on an annual basis. The list of areas to be repaired was generated from the Street Maintenance Division. The non-intrusive repair method consists of grinding sidewalk trip hazards to comply with ADA requirements. Precision Safe Sidewalks possesses a patented technology to perform this work. This technology is less intrusive, faster and less expensive than traditional dig and replace construction methods

**BUDGET IMPACT:**

Funds for this project are available in the FY 2022/2023 Budget.

**RECOMMENDATION / ACTION REQUESTED:**

The Public Services Department recommends approval of a sole source contract award to Precision Safe Sidewalks, LLC in the amount not to exceed \$142,803.00



January 1, 2023

License Number: PCCVA2008A

To Whom it May Concern:

Due to the nature of our business, and in responding to competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us and our branch offices to provide the best available trip and fall hazard removal service to our clients.

Precision Safe Sidewalks, LLC is licensed in the states of Pennsylvania, New York, Washington DC, Virginia, West Virginia, and North Carolina to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 7,143,760

U.S. Pat. No. 6,827,074

U.S. Pat. No. 7,000,606

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

U.S. Pat. No. 9,759,559

Precision Safe Sidewalks LLC is a licensed provider for this service. If you have any questions or comments, please feel free to give me a call.

Regards,

Aaron Ollivier, CEO  
Precision Concrete Cutting  
3191 N. Canyon Rd  
Provo, Utah 84604  
(801) 373-6060

Tom Szold, President  
Precision Safe Sidewalks, LLC.  
2200 Wilson Boulevard  
Suite 102, #251  
Arlington, VA 22201



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: Item(s): **Justification:**

The City budgets on an annual basis for the removal, replacement or alternative repair methods for City maintained sidewalks. Based on identified needs and available funding, multiple locations within the Central Business District have been identified for needing repairs. Precision Safe Sidewalks possess the technology to use a less intrusive repair method versus digging and replacing portions of sidewalks.

Estimated expenditure for the above item(s): Accounting Unit and Account(s): 

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

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

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

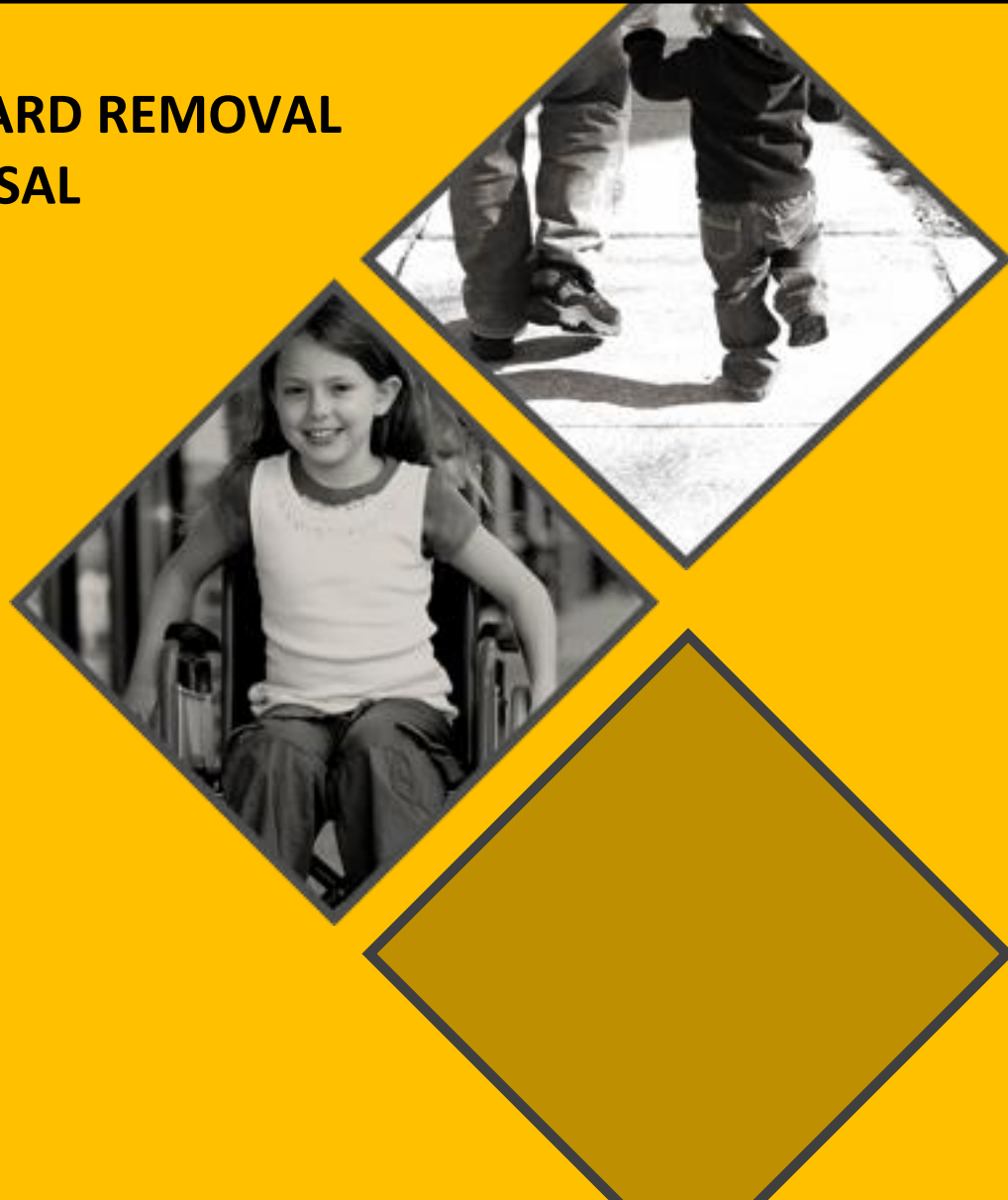
 Department Head/Authorized Personnel 
Digitally signed by Robby Stone  
Date: 2023.03.20 15:57:19 -04'00'

 Department/Division 
                     Date 
**APPROVAL PROCESS**Purchasing Manager Financial Services Director City Council (\$30,000 – Up)



## **CITY OF HIGH POINT – PHASE 2**

### **SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL**



February 27, 2023  
© 2023 Precision Safe Sidewalks, LLC.

**Presented to:** Justin Gray, Public Services Manager  
**Submitted by:** Casey Penland, Business Development Manager  
M: (336) 870-5602 | [c.penland@precisionsafesidewalks.com](mailto:c.penland@precisionsafesidewalks.com)

**ESTIMATE:** This estimate has been prepared for:

## CITY OF HIGH POINT TRIP & FALL HAZARD REMOVAL

**Justin Gray, Public Services Manager**  
High Point, NC  
336-883-3455 | [justin.gray@highpointnc.gov](mailto:justin.gray@highpointnc.gov)

### EXECUTIVE SUMMARY:

Using the information provided by Justin Gray for the City of High Point, Precision Safe Sidewalks conducted a risk assessment in a project area to identify sidewalk hazards that create trip-and-fall liabilities. Our assessment, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed 931 trip-and-fall hazards as shown in Table 1 below:

TABLE 1: MILEAGE			
Location	Estimated Sidewalk Miles	Total Hazards	Ave Hazard Occurrence (Feet)
HAMILTON ST	1.54	135	60
JACOBS PL	0.11	11	53
RUSSELL AVE	0.23	12	101
ELM ST	1.16	40	153
WRENN ST	1.44	201	38
ENGLISH RD	0.32	162	10
E BROAD ST	0.1	30	18
W BROAD ST	0.22	20	58
HAYDEN PL	0.22	16	73
HIGH AVE	0.48	68	37
MAIN ST	1.26	143	47
E GREEN DR	0.26	93	15
<b>TOTAL</b>	<b>8.44</b>	<b>931</b>	<b>48</b>
<b>*** Average Hazard Occurrence = 48 Feet ***</b>			

We observed that the overall sidewalk infrastructure in the assessed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. Precision Safe Sidewalks proposes to remove **sidewalk trip-and-fall hazards** in the assessed areas, **NOT TO EXCEED \$142,803**.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **16** workdays with 3 technicians. While the sidewalk restoration project is underway, we will:

- ✓ keep the sidewalks in service
- ✓ require no heavy equipment or traffic control
- ✓ remove all debris and recycle the concrete waste materials
- ✓ leave the repaired areas clean and free of trip-and-fall hazards.



ESTIMATE & PROPOSAL  
CITY OF HIGH POINT – PHASE 2  
PROPOSAL NUMBER PSS CP23-054-02R

Precision Safe Sidewalks, LLC.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC | Albany NY | Western PA  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

**ESTIMATED SAVINGS SUMMARY:**

We estimate our innovative, patented, precision-concrete-cutting method will save the City of High Point more than **489,099** on this project versus traditional D&R methods.

We would be happy to discuss any aspect of this proposal and look forward to working with the City of High Point to enhance its sidewalk ADA compliance program, reduce liability for trip-and-fall incidents, and improve the safety and walkability of public walkways.

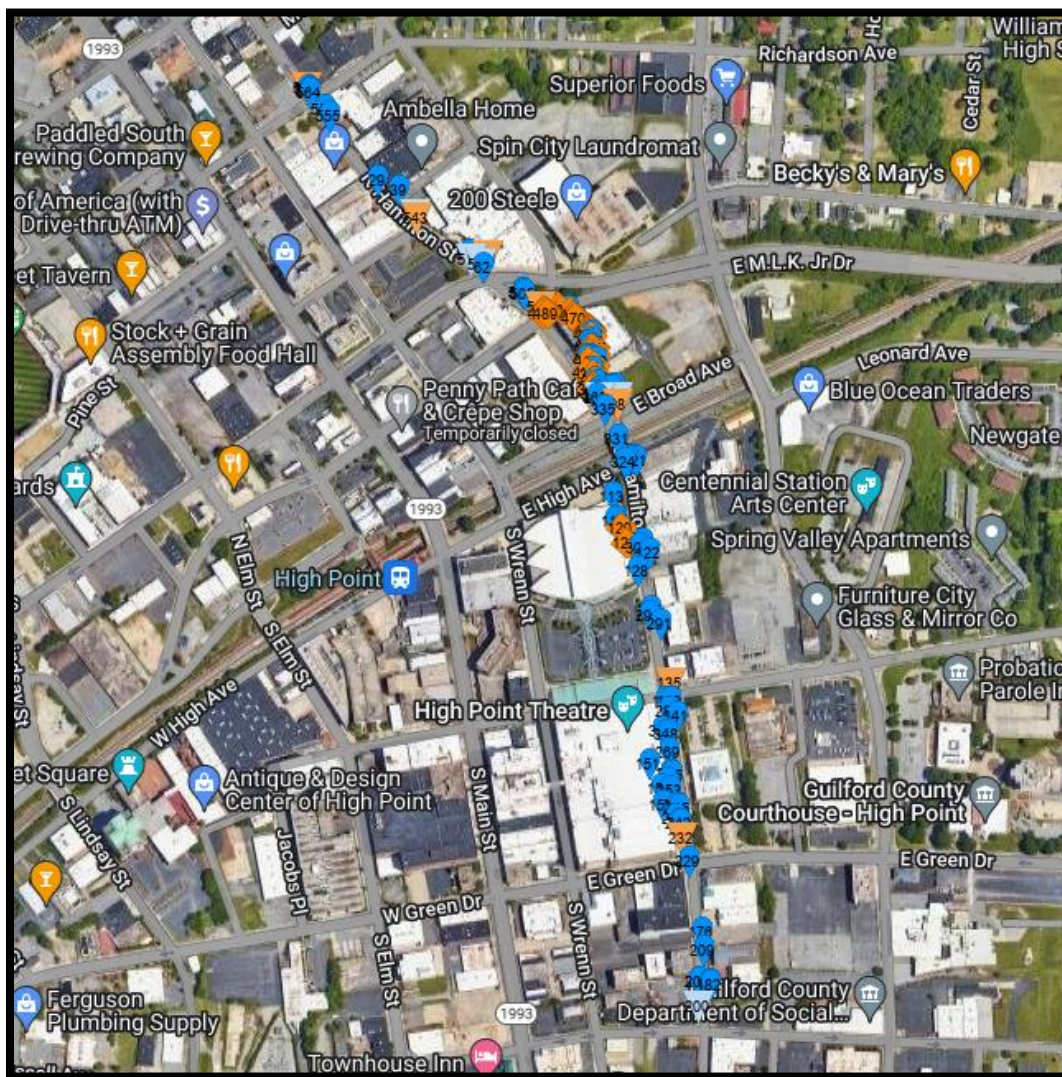
At the City of High Point's request, Precision Safe Sidewalks, LLC. will evaluate additional or alternate locations where our repair services can help stretch funds for sidewalk repairs.

# RISK ASSESSMENT HAZARD LOCATIONS

## CITY OF HIGH POINT

### HIGH POINT, NC

## Hamilton St

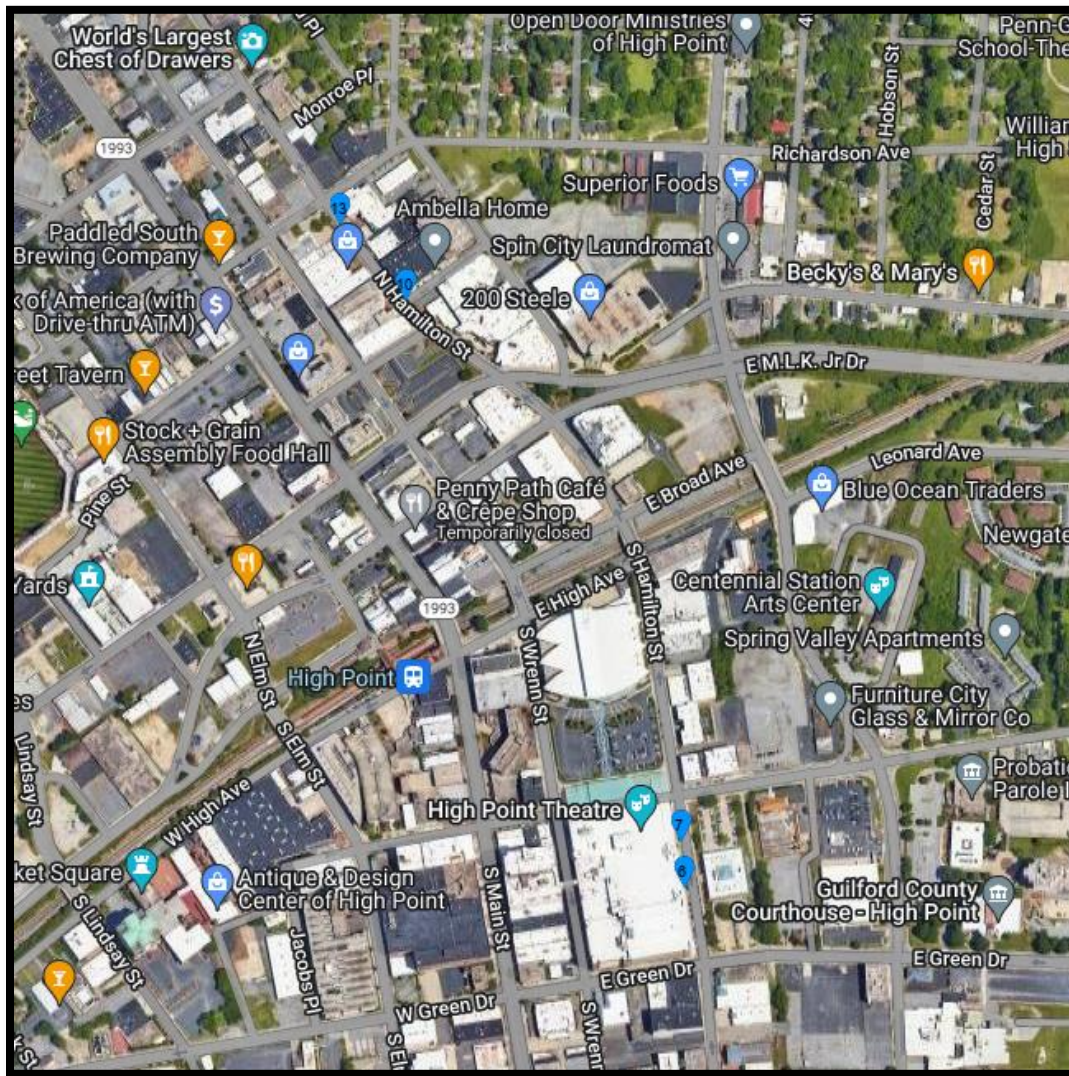


**BLUE – Severe Hazards    BLUE TRIANGLE – Gutter Pan    ORANGE DIAMOND – Concrete to Brick**

**ORANGE TRIANGLE – Bottom HC    ORANGE STAR – Catch Basin**

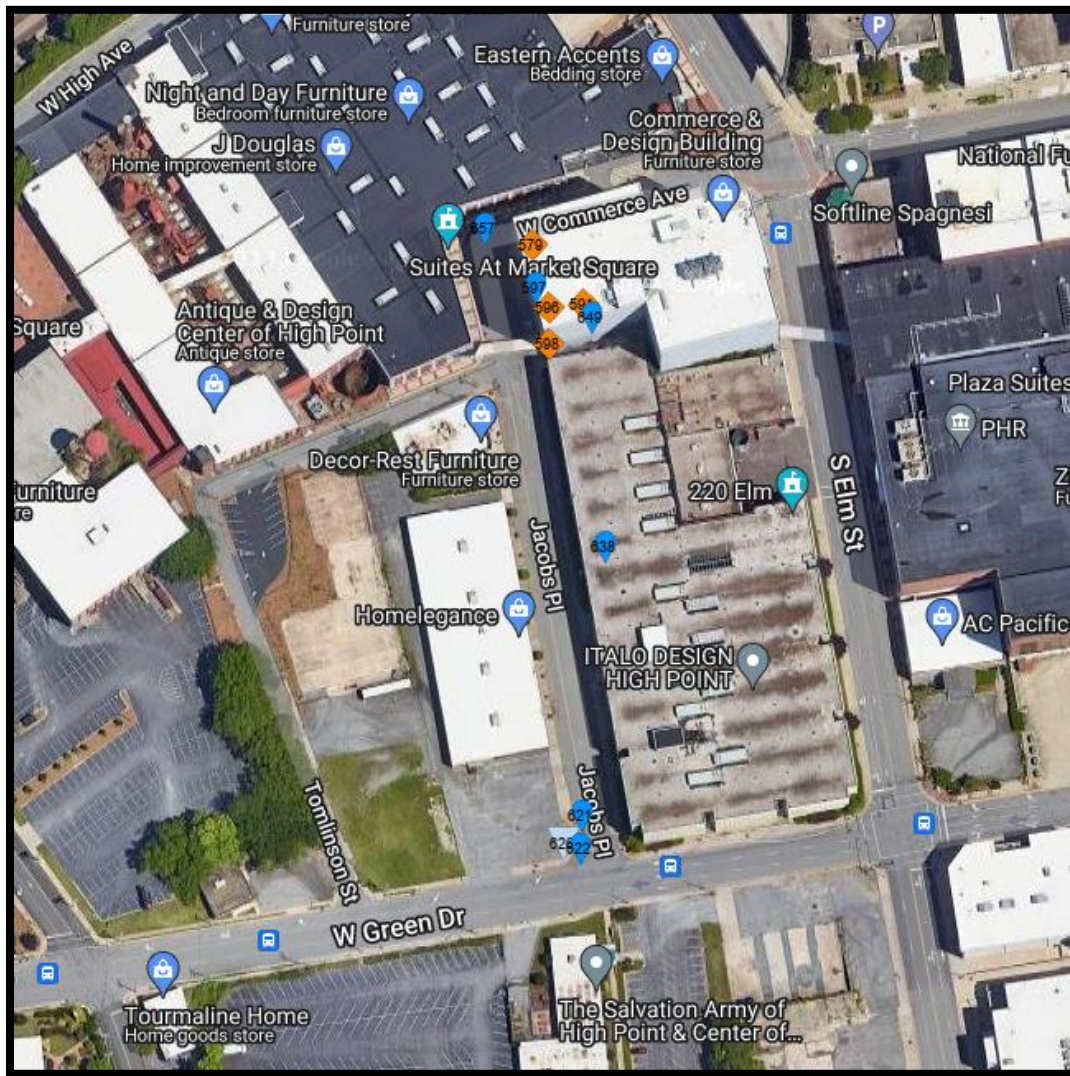


### Hamilton St Continued

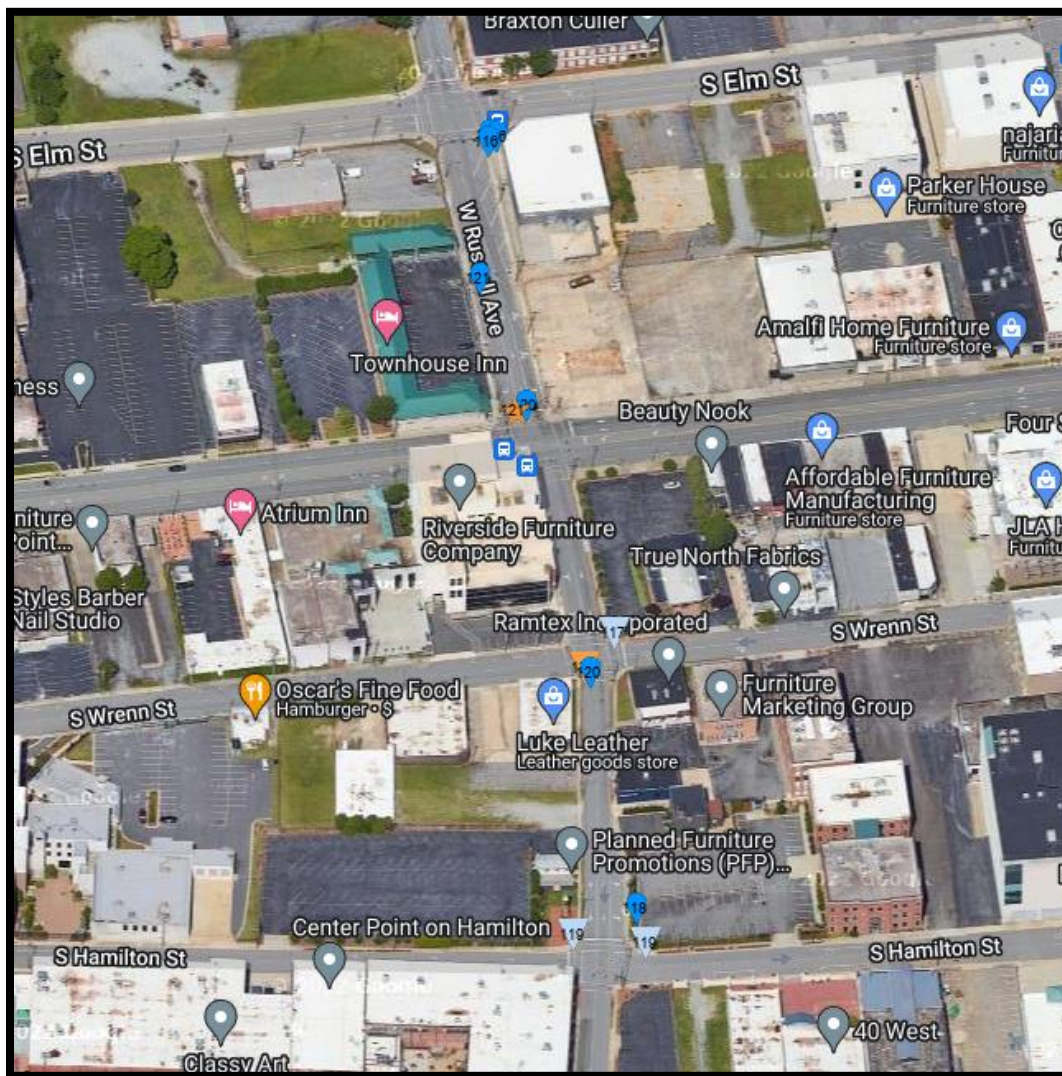




### Jacobs Pl

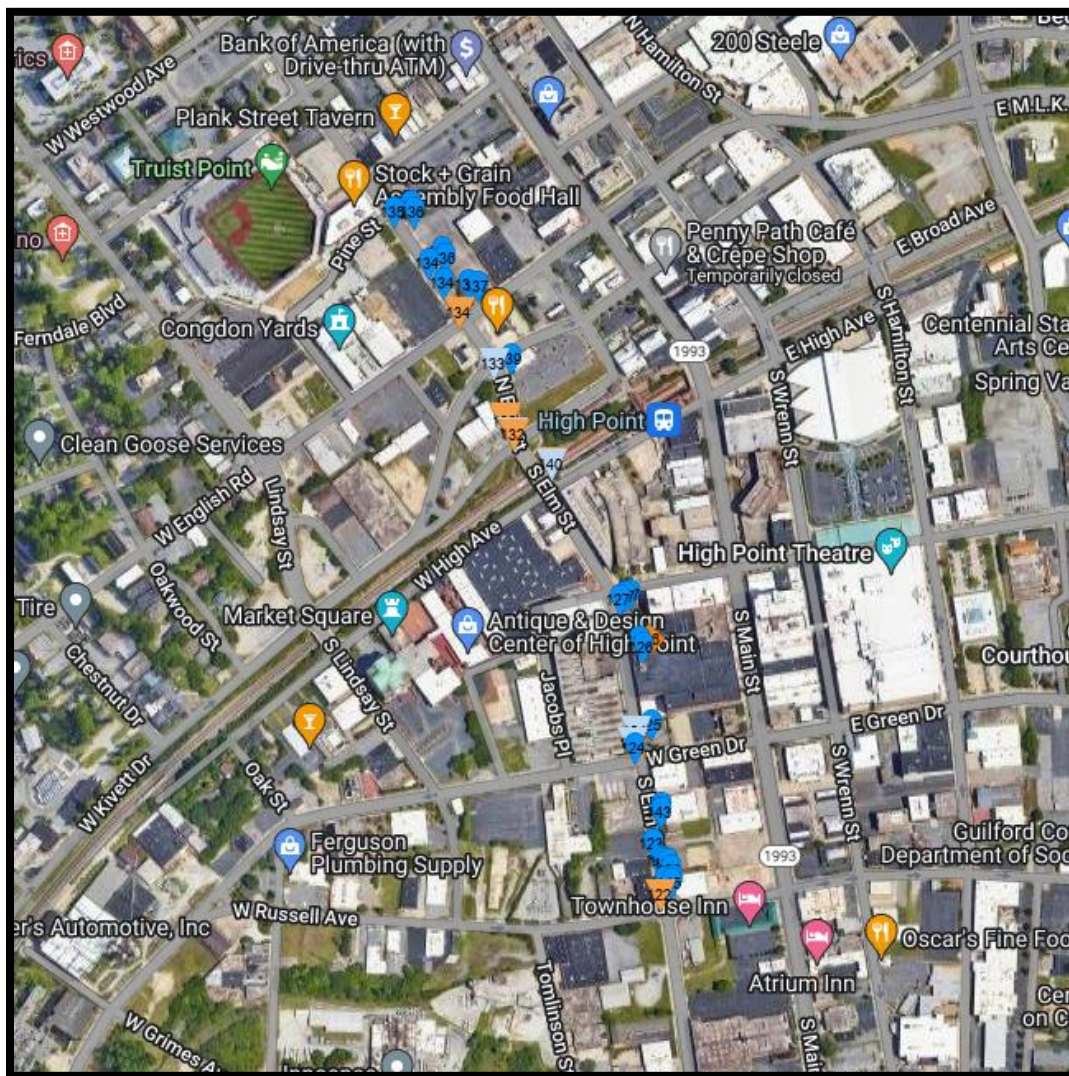


### Russell Ave



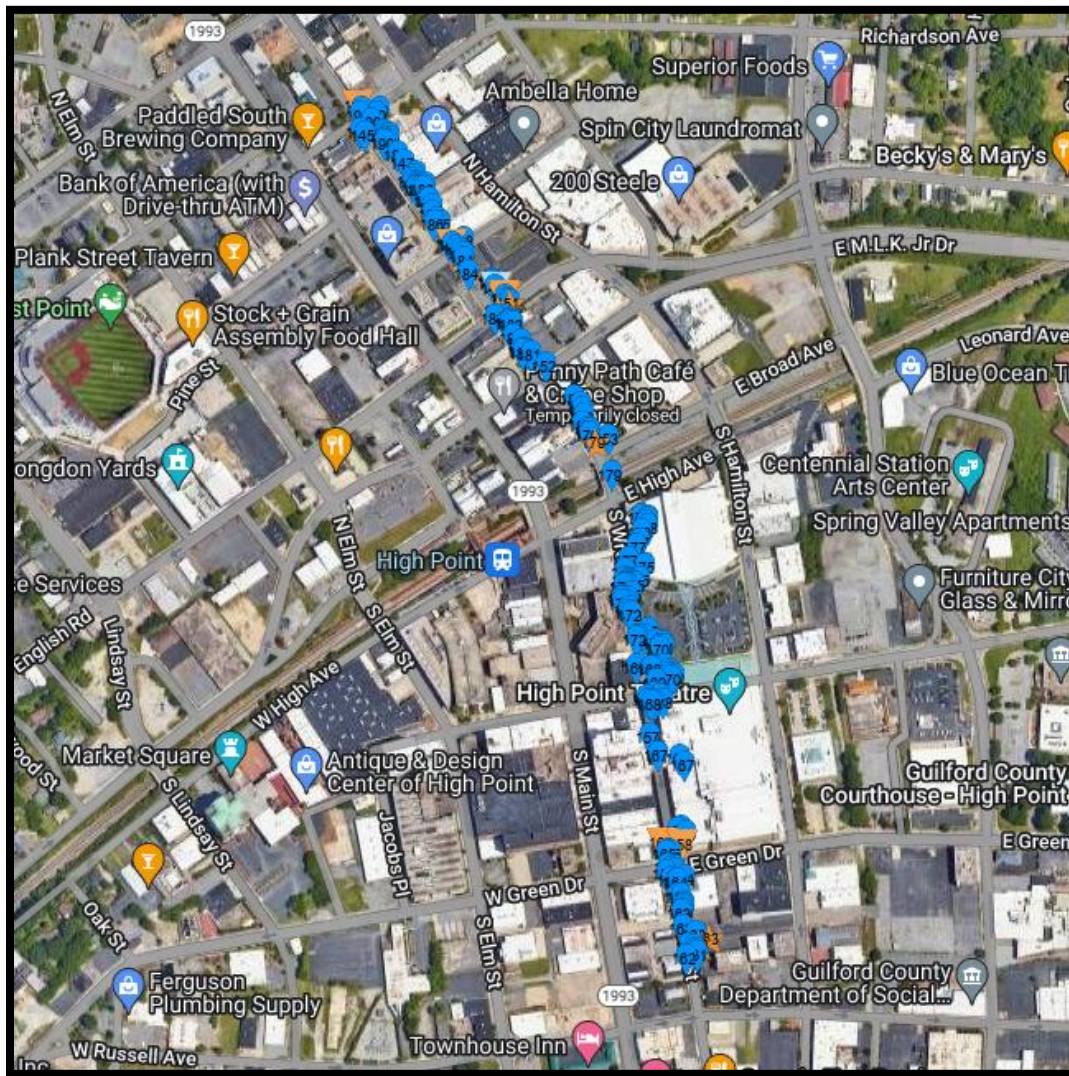


## Elm St



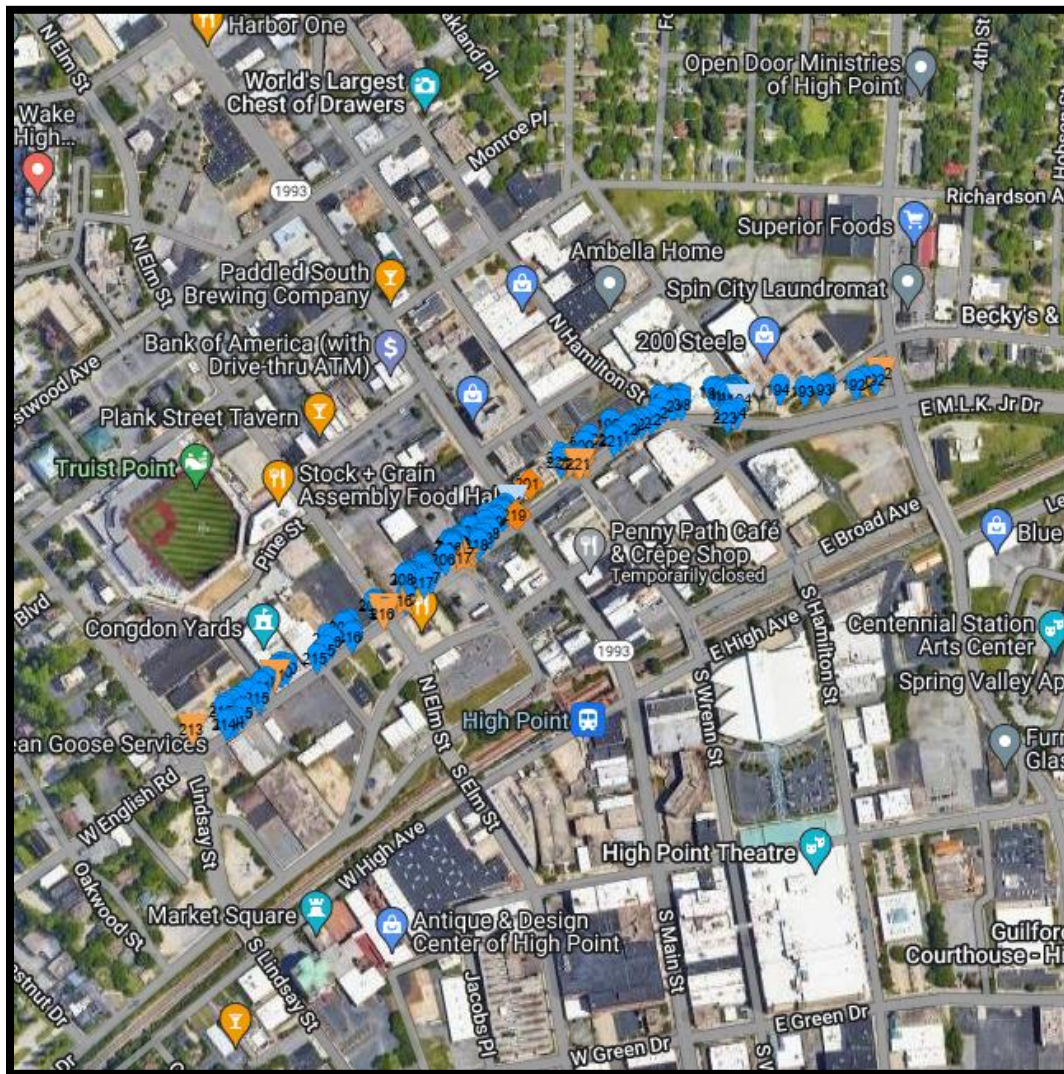


## Wrenn St

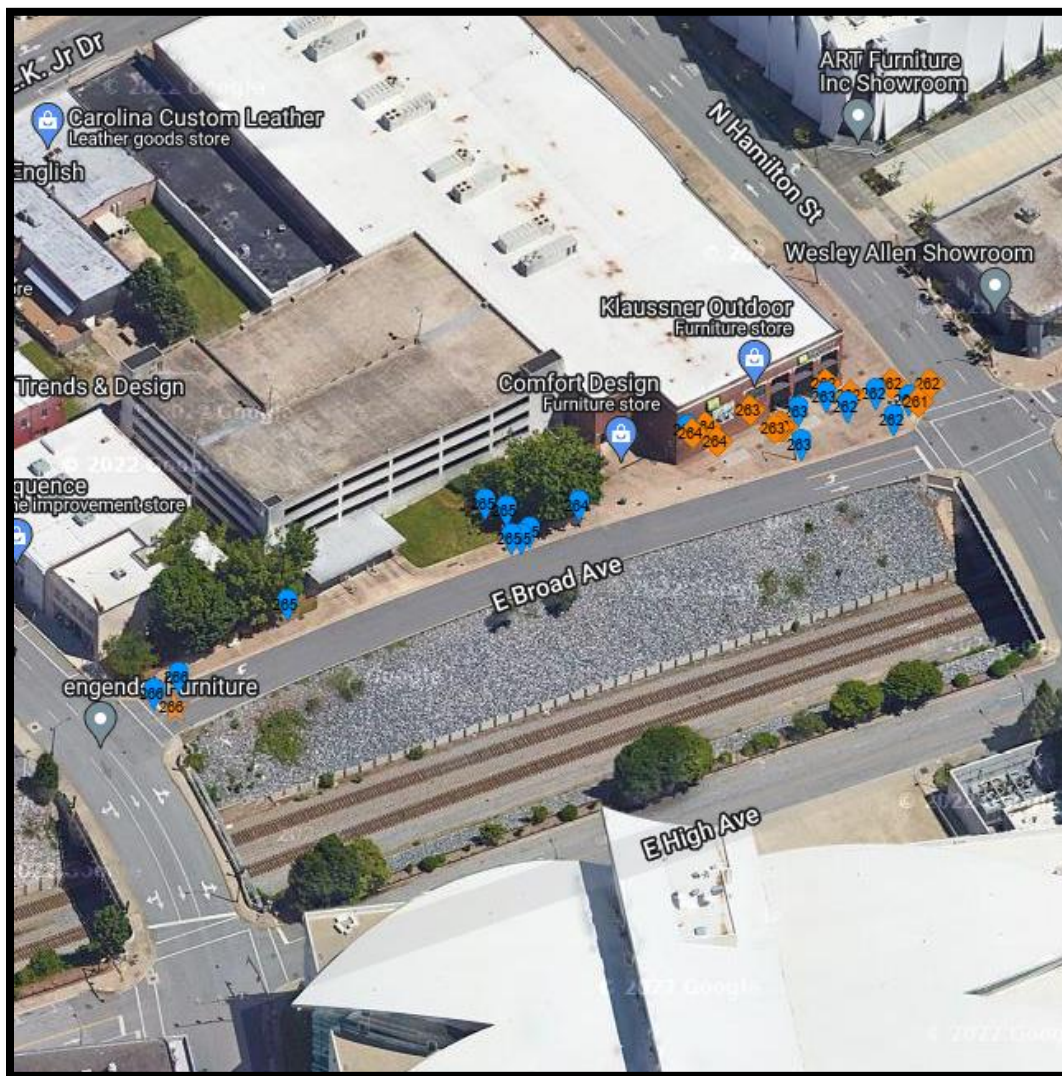




## English Rd

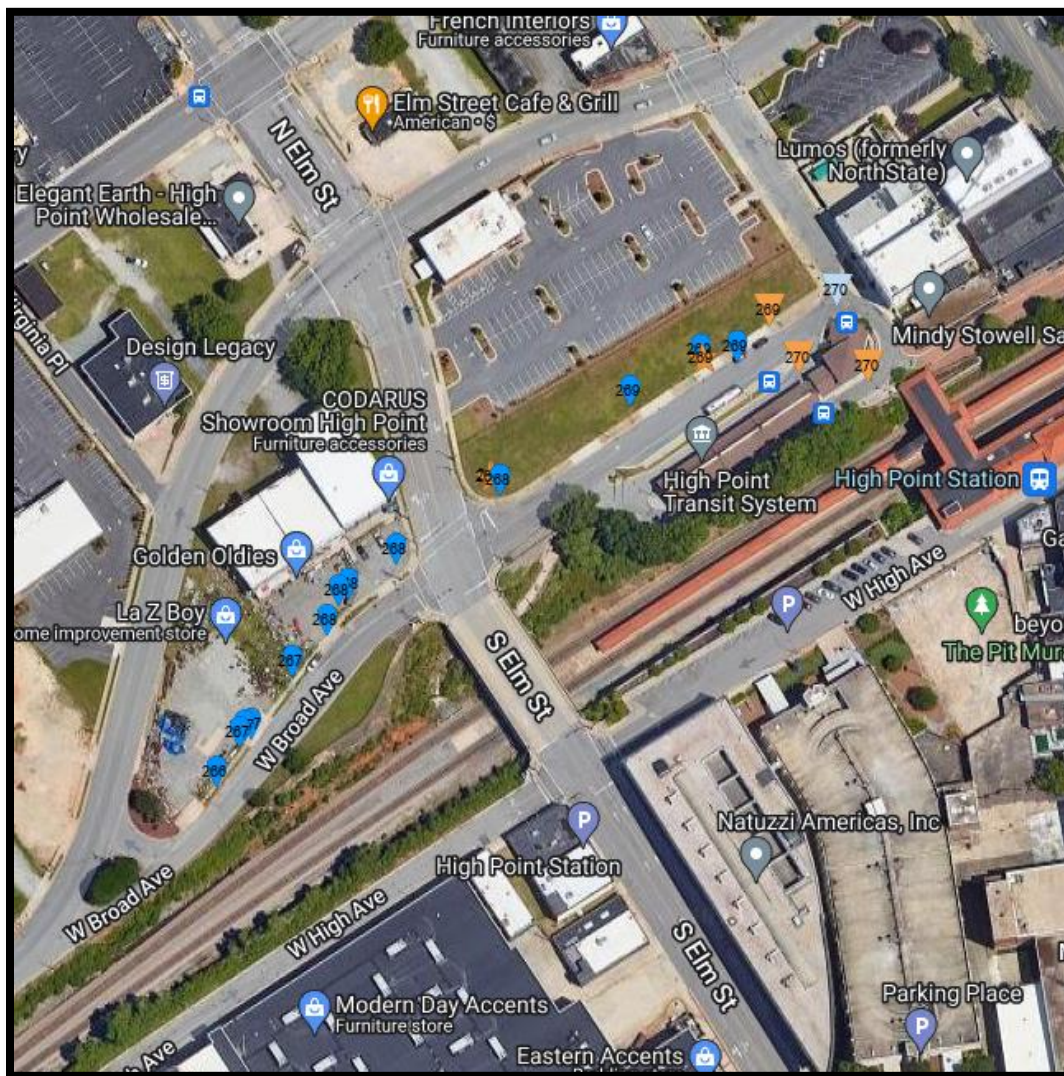


## E Broad Ave



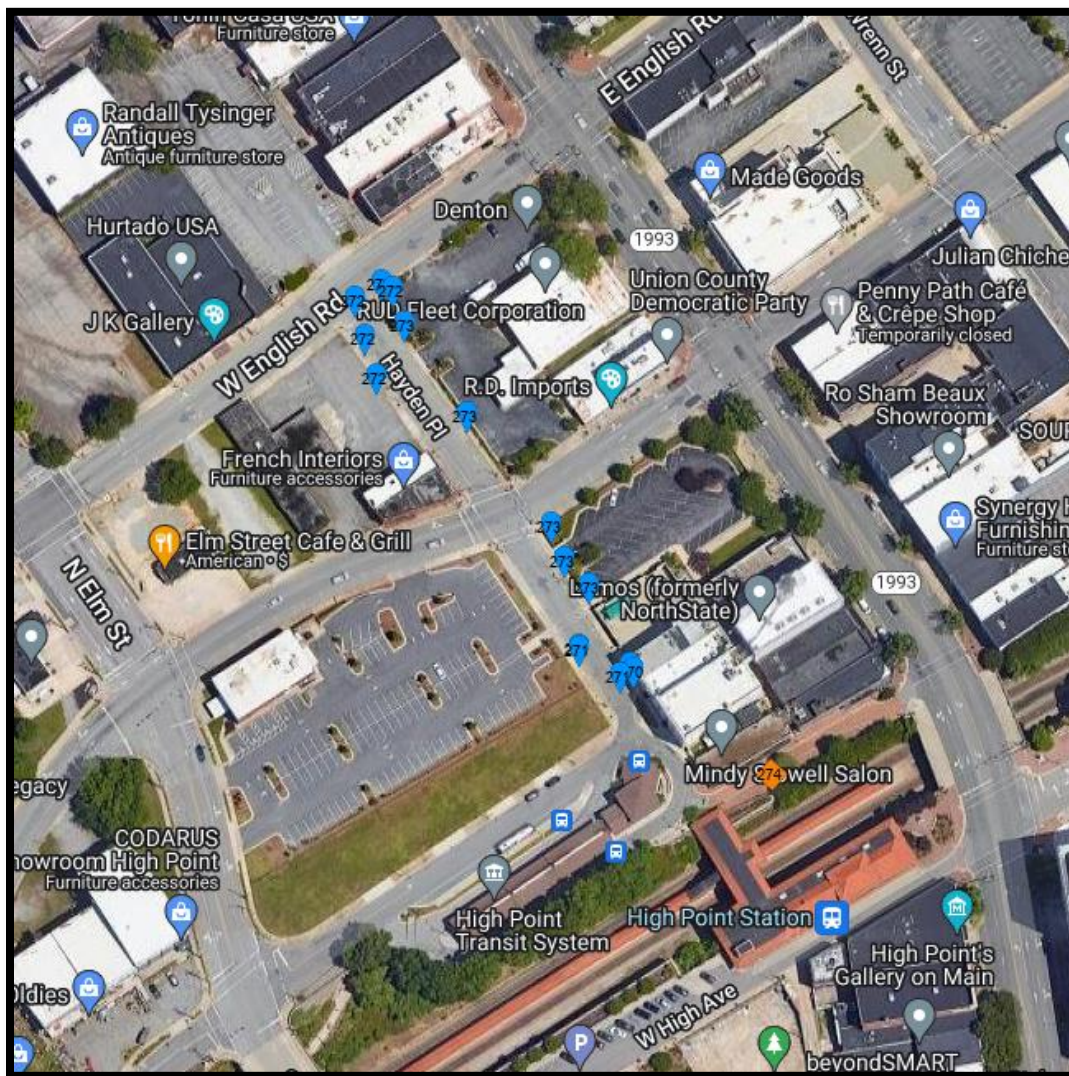


### W Broad Ave



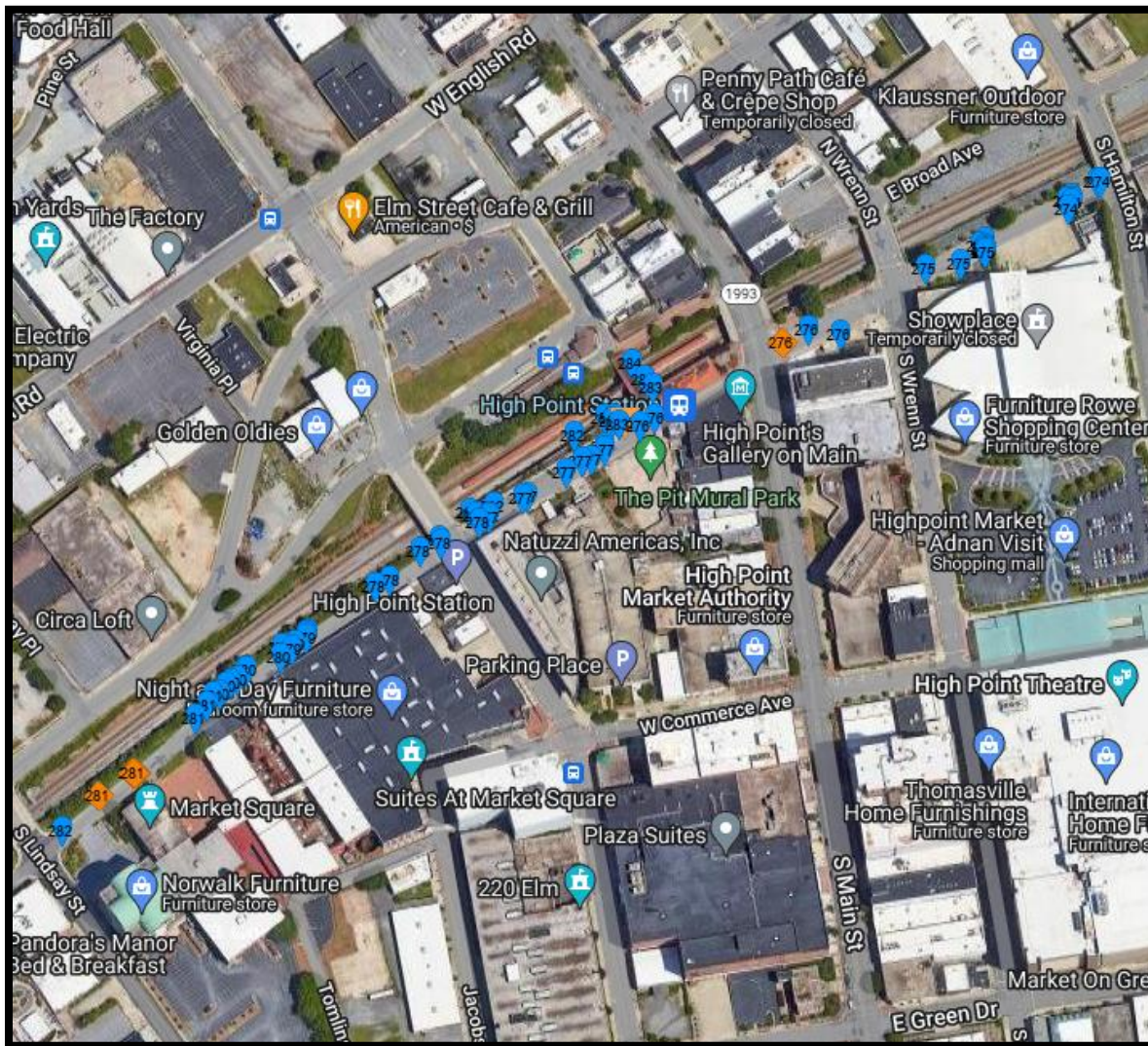


## Hayden Pl



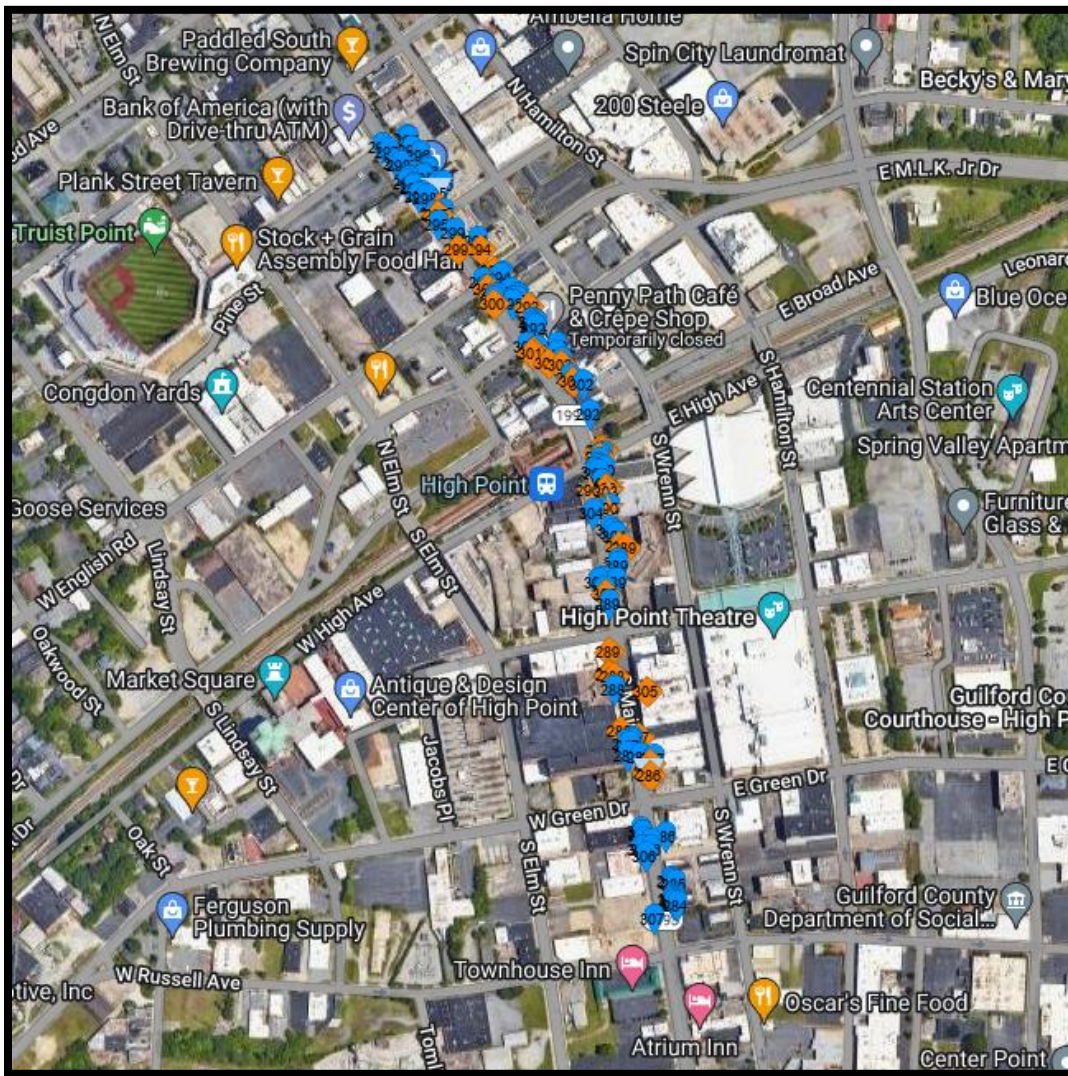


## High Ave

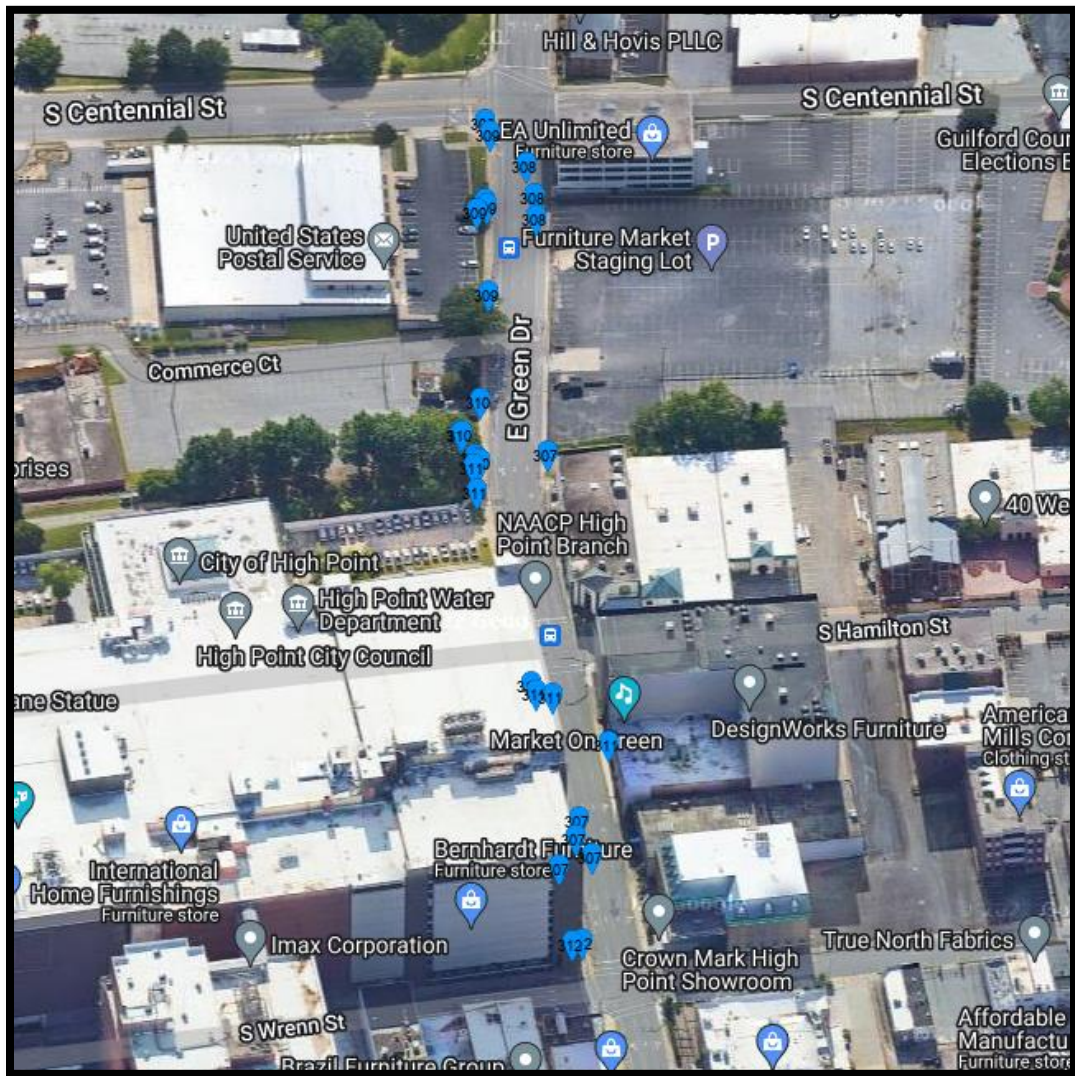




### Main St



### E Green Dr





### E Green Dr Continued



## METHODOLOGY – PREPARING THIS ESTIMATE:

1. A census was conducted of all hazards; the hazards were then grouped into one CLASS:

### CLASSES

MOST SEVERE:

SEVERE:

LEAST SEVERE:

### SPECIFICATIONS

1 inch to 2½ inches – Repairs Completed

½ inch to 1 inch

¼ inch to ½ inch – Not Listed

2. An estimate of inch feet for each CLASS was prepared based on a slope of 1:12.
3. A fixed bid was prepared.

## PRICING: NOT TO EXCEED SPECIFIED AMOUNT

Precision Safe Sidewalks will repair as many hazards as possible within the Severe scope (½” and up) on the target streets listed below until we hit the dollar amount of \$142,803.

TABLE 2: SIDEWALK TRIP & FALL HAZARDS			
AREA	CLASS	HAZARDS	PRICE
HAMILTON ST	Least Severe	0	\$0
	Severe	135	\$21,188
	Most Severe	0	\$0
	<b>TOTAL</b>	<b>135</b>	<b>\$21,188</b>
JACOBS PL	Least Severe	0	\$0
	Severe	11	\$1,816
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>11</b>	<b>\$1,816</b>
RUSSELL AVE	Least Severe	0	\$0
	Severe	12	\$2,205
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>12</b>	<b>\$2,205</b>
ELM ST	Least Severe	0	\$0
	Severe	40	\$6,486
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>40</b>	<b>\$6,486</b>

<i>(Continued)</i>			
AREA	CLASS	HAZARDS	PRICE
WRENN ST	Least Severe	0	\$0
	Severe	201	\$29,771
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>201</b>	<b>\$29,771</b>
ENGLISH RD	Least Severe	0	\$0
	Severe	162	\$22,031
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>162</b>	<b>\$22,031</b>
E BROAD ST	Least Severe	0	\$0
	Severe	30	\$3,784
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>30</b>	<b>\$3,784</b>
W BROAD ST	Least Severe	0	\$0
	Severe	20	\$2,443
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>20</b>	<b>\$2,443</b>
HAYDEN PL	Least Severe	0	\$0
	Severe	16	\$2,205
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>16</b>	<b>\$2,205</b>
HIGH AVE	Least Severe	0	\$0
	Severe	68	\$9,037
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>68</b>	<b>\$9,037</b>
MAIN ST	Least Severe	0	\$0
	Severe	143	\$28,779
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>143</b>	<b>\$28,779</b>
E GREEN DR	Least Severe	0	\$0
	Severe	93	\$13,058
	Most Severe	0	\$0
	<b>SUBTOTAL</b>	<b>93</b>	<b>\$13,058</b>
TOTAL	Least Severe	0	\$0
	Severe	931	\$142,303
	Most Severe	0	\$0
<b>TOTAL</b>		<b>931</b>	<b>NTE \$142,803</b>

## SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:12 (handicap ramps at 1:12), and removing approximately 1,856 lbs. of concrete debris from the area. Typically, we recycle this debris.

## AVERAGE PRICE PER SQUARE FOOT: \$3.27

There are 41,681 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$3.27. While Precision Safe Sidewalks does not conduct Demolish & Replacement – (D&R) work, we can estimate that it would cost approximately \$15.00 per square foot for the City of High Point to demolish and replace the project area using a third party. Estimated D&R costs for the City of High Point would include:

- Cost of concrete – \$100 per cubic yard
- Underground scanning for lines, wires, utilities
- Tree and root removal
- Hydro excavation to remove soil with pressurized water near underground utilities
- Labor and Break up to remove existing concrete
- Labor to Pour, Form, Level, Finish, Float & Cut control joints.
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete
- Landscape repair

TABLE 3: COST PER SQUARE FOOT
\$3.27

## ESTIMATED SAVINGS: \$489,099

If all the panels were demolished and replaced by a third party at a replacement cost of \$15.00 per square foot, we estimate the City of High Point will save more than \$489,099 by using Precision Safe Sidewalks patented repair process.

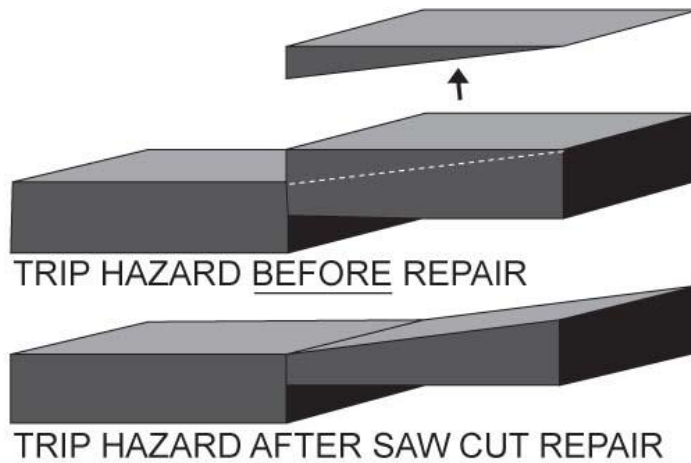
## REPAIR SCHEDULE & DURATION: 16 – 21 Days

When scheduled, we estimate the repairs for all hazards on the property will require 16 to 21 workdays with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from the City of High Point, although we welcome site visits, evaluations, or inspections at your convenience at any time.



## REPAIR SPECIFICATIONS:

1. Three measurements will be taken of every hazard:
  - Height<sup>1</sup> – the highest point of the hazard
  - Height<sup>2</sup> – the lowest point of the hazard
  - Length
  - Full Address Location
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:12
4. Handicap ramps or special areas will be repaired at a slope of 1:12. Debris from repaired areas will be collected and removed
5. A dust abatement system will be used during all repair operations
6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways
7. A detailed, auditable invoice will be presented for every repair.



## WARRANTY:

Precision Safe Sidewalks, LLC. guarantees its work as follows:

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be at your specification. For this estimate, we have assumed a repair slope of 1:12.
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



ESTIMATE & PROPOSAL  
CITY OF HIGH POINT – PHASE 2  
PROPOSAL NUMBER PSS CP23-054-02R

Precision Safe Sidewalks, LLC.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC | Albany NY | Western PA  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

**SAFETY:**

Precision Safe Sidewalks, LLC. has an impeccable safety record: we use OSHA-approved equipment, certify all employees who work directly in trip and fall hazard repair, and utilize outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high-pedestrian-traffic areas and universities, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed for them.

**INSURANCE and INCORPORATION:**

Precision Safe Sidewalks, LLC, is a corporation registered in the state of South Carolina with Certificates of Authority to operate in North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia. We serve the entire states of North Carolina, Virginia, West Virginia, and the District of Columbia. Proof of liability, workers compensation, and auto insurance will be provided as requested.

**SOLE SOURCE:**

Due to the nature of our business, and in lieu of the competitive bidding process, frequently we have been asked to provide documentation that our technology relies upon patents that have been issued by the U.S. Patent and Trademark office. These patents enable us to provide the best available trip-and-fall hazard removal service to our clients.

Within the states of North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia, Precision Safe Sidewalks, LLC, is the sole company authorized to use the patented equipment and method for removing sidewalk trip-and-fall hazards as described in the following patent numbers:

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095  
U.S. Pat. No. 9,759,559

Generally, these patents apply to the cutting equipment, cutting method, and dust abatement system used by Precision Safe Sidewalks, LLC. A sole source letter is available upon request.

## US GREEN BUILDING COUNCIL MEMBER

As a member of the Green Building Council, we track savings from the use of our service, which is a green building practice. For this project, we estimate savings will include:



The U.S. Green Building Council (USGBC) is a 501(c)(3) nonprofit membership organization with a vision of a sustainable built environment within a generation. Its membership includes corporations, builders, universities, government agencies, and other nonprofit organizations. USGBC is dedicated to expanding green building practices and education and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

## GREEN PARAMETERS:

### **Estimated Natural Resources Saved:**

- between 917 and 973 tons of waste concrete from removal and landfills (13,894 cubic feet of concrete at an average weight of 132 to 140 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

### **Estimated Fossil Fuels Saved: 1,469 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 917 to 973 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

### **Estimated Greenhouse Gas Emissions Avoided: 136.78 Metric Tons CO<sub>2</sub>**

Our clients often wonder what reducing carbon dioxide (CO<sub>2</sub>) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help us understand just that. For this project, an estimated 136.78 *Metric Tons of CO<sub>2</sub> – Carbon Dioxide or CO<sub>2</sub> equivalent gases will not be produced*: This is the result of repairing the trip-and-fall hazards on sidewalks versus demolishing the sidewalk panels and sending them to the landfill.

## PICTURES & SPECIAL CASES:

Pictures of SEVERE hazard examples and Special Cases in the project area are included in Exhibit A.

Some sidewalk panels were cracked but serviceable – if the hazard around the crack was repaired; if a panel had 2 or more cracks, no repair work was estimated. Generally, if a panel had one or two cracks and was serviceable, repairs were estimated and included in the totals above. These numbers are small and not significant.

## CONFIDENTIALITY:

This copyrighted material is presented by Precision Safe Sidewalks, LLC. to the City of High Point for the purpose of evaluating an offer to provide trip-and-fall hazard removal services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

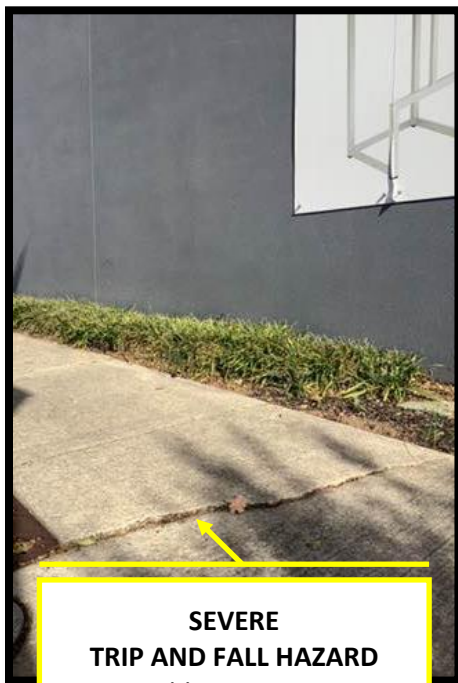
## PROJECT INITIATION:

When advised of acceptance of this proposal, Precision Safe Sidewalks will assign an Operations Manager for the project who will conduct a kick-off meeting with the project manager assigned by the City of High Point. During this meeting, we will discuss:

- Project Strategy and starting location
- Project Schedule and workdays
- Special scheduling requests
- Reporting on progress
- General specifications for repairs
- Contact information
- Additional City of High Point requirements



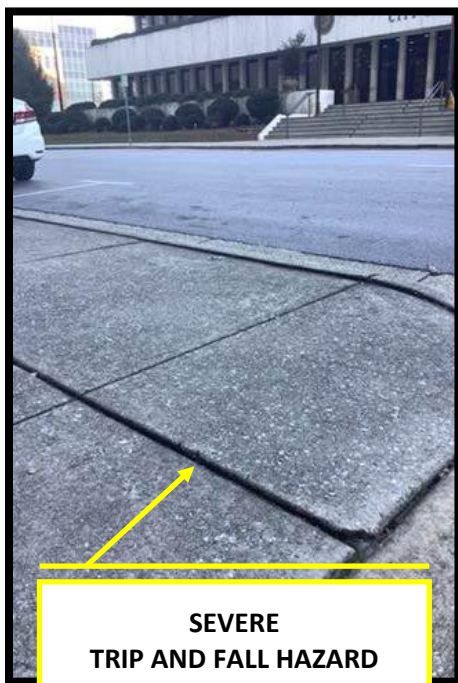
## EXHIBIT A: Sample Hazards



**SEVERE  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**SEVERE  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**SEVERE  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



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**SEVERE  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**SEVERE  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process





**SEVERE  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**C2B  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**GUTTER PAN  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**GUTTER PAN  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process

## EXHIBIT B

### Sidewalk Trip-and-Fall Hazard Repair Example





## EXHIBIT D

### Slope Specifications from Americans with Disabilities Act

**303.3 Beveled.** Changes in level between  $\frac{1}{4}$  inch (6.4 mm) high minimum and  $\frac{1}{2}$  inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

**Advisory 303.3 Beveled.** A change in level of  $\frac{1}{2}$  inch (13 mm) is permitted to be  $\frac{1}{4}$  inch (6.4 mm) vertical plus  $\frac{1}{4}$  inch (6.4 mm) beveled. However, in no case may the combined change in level exceed  $\frac{1}{2}$  inch (13 mm). Changes in level exceeding  $\frac{1}{2}$  inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

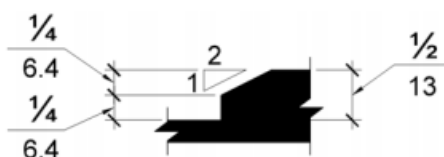


Figure 303.3  
Beveled Change in Level

**303.4 Ramps.** Changes in level greater than  $\frac{1}{2}$  inch (13 mm) high shall be *ramped*, and shall comply with 405 or 406.

#### 405 Ramps

**405.1 General.** *Ramps* on *accessible* routes shall comply with 405.

**EXCEPTION:** In *assembly areas*, aisle *ramps* adjacent to seating and not serving *elements* required to be on an *accessible* route shall not be required to comply with 405.

**405.2 Slope.** *Ramp* runs shall have a *running slope* not steeper than 1:12.

**EXCEPTION:** In existing *sites*, *buildings*, and *facilities*, *ramps* shall be permitted to have *running slopes* steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to *space* limitations.

TECHNICAL

CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope <sup>1</sup>	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

**Advisory 405.2 Slope.** To accommodate the widest range of users, provide ramps with the least possible running slope and, wherever possible, accompany ramps with stairs for use by those individuals for whom distance presents a greater barrier than steps, e.g., people with heart disease or limited stamina.

## NOTES

1. PSS priced this proposal based on the customer's approved repair specifications. The ADA's guidance on sidewalk repair is provided in Exhibit D for the customer's review (see sections 303 and 405). Approval of this project by any method is approval of the specifications/slopes priced in the proposal.
2. PSS repairs only those uneven sidewalk panels specifically approved by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. Once on site, PSS may not complete an approved repair(s) in some cases because: (a) a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or (b) in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy.
3. After the project is completed, new trip-and-fall hazards may occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSS' control. Upon completion of the project, PSS is not liable for any related claims, losses, or damages. PSS is not responsible for cracks or defects in poured concrete that may exist due to materials or methods used by original installer.
4. While we endeavor to perform our services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of hazards on each job and therefore cannot make any guarantees or warranties regarding the completeness of hazard removal. Should you identify any hazards that were missed, whether within the specified scope of this project or not, please contact us and we will work with you to address them.
5. PSS is an equal opportunity employer. PSS does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, and clients. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran's status.
6. PSS is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PSS will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be retaliated against for making such a complaint. Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. Sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.
7. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater.



ESTIMATE & PROPOSAL  
CITY OF HIGH POINT – PHASE 2  
PROPOSAL NUMBER PSS CP23-054-02R

Precision Safe Sidewalks, LLC.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC | Albany NY | Western PA  
Office/Fax: (800) 734-8891  
[www.precisionssafesidewalks.com](http://www.precisionssafesidewalks.com)

8. Although drawn by PSS, this Agreement shall – in the event of any dispute over its meaning or application – be interpreted fairly and reasonably and neither more strongly for nor against either Party.

9. The undersigned (the “Customer”) hereby engages Precision Safe Sidewalks (“PSS”) and agrees to the terms and conditions set forth below. PSS removes only those trip-and-fall hazards specifically requested by customers. PSS makes no guarantee or representation that the property is free of trip-and-fall hazards after the contract is completed. In addition, PSS only performs certain trip-and-fall hazard repairs. Among other things, PSS does not remove and replace sidewalk. Furthermore, to preserve clients’ budgets, PSS typically does not perform any repair at or around any sidewalk slab that requires demolition and replacement (D&R). Also, it is recognized that after completion of the contract, trip-and-fall hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PSS is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages, or liabilities pertaining thereto. It is the customer’s responsibility to provide proper access to the project area, and PSS assumes no liability for trip-and-fall hazards that cannot be identified or repaired due to parked vehicles or other obstacle preventing safe and practical access.

10. Pricing is valid for 90-days and is based on the volume of work represented in the proposal. If the PSS sidewalk project assessment is more than 12 months old at the time of signature of the contract, there will be a 10% price increase allowance to provide for possible increases in trip-and-fall hazard measurements.

11. By signing below acceptance of proposal, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, I authorize PSS to complete the work detailed in this proposal in accordance with PSS’s schedule and pricing below and attached. Also, payment of PSS’s invoice(s) will confirm that I have inspected PSS’s work and that it was performed to my satisfaction.

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ESTIMATE & PROPOSAL  
CITY OF HIGH POINT – PHASE 2  
PROPOSAL NUMBER PSS CP23-054-02R

Precision Safe Sidewalks, LLC.  
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Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

## ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: [c.penland@precisionsafesidewalks.com](mailto:c.penland@precisionsafesidewalks.com)

SCOPE of PROJECT:

Repair of trip and fall hazards in areas identified in PROPOSAL  
NUMBER: PSS CP23-054-02R

OPTION/COST:

P. O. NUMBER:

APPROVED BY:

Date:

Name:

Signature:

Title:

Phone:

Email:

NOTES:

Upon receipt of this signed acceptance, Precision Safe Sidewalks, LLC. will schedule the requested repairs. Every effort will be made to accommodate the Requested Start Date. Approved projects are subject to progress billing.





# City of High Point

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

## Master

**File Number: 2023-138**

**File ID:** 2023-138

**Type:** Resolution

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 03/24/2023

**File Name:**

**Final Action:**

**Title:** Resolution - Filing Fees 2023 Municipal Election

Council is requested to adopt a resolution to set filing fees for the Mayor and City Council in the amount of \$96.00 for the upcoming 2023 Municipal Election.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 9. Resolution - Filing Fees 2023 Municipal Election

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** mary.brooks@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 2023-138

# CITY OF HIGH POINT

## AGENDA ITEM

**Title: Resolution – Filing Fees for 2023 Municipal Election****From:** City Clerk's Office**Meeting Date:** March 30, 2023**Public Hearing:** N/A**Advertising Date /  
Advertised By:****Attachments:** Resolution

---

**PURPOSE:**

To adopt a Resolution setting the filing fees for the 2023 Municipal Election for the Mayor and High Point City Council.

**BACKGROUND:**

Pursuant to N.C.G.S. 163-294.2(e), filing fees for municipal primaries or elections must be set by the municipal governing body no later than the day before candidates are permitted to begin filing notices of candidacy. The governing body may set filing fees up to 1% of the annual salary of the office sought, which is currently \$108.00, but the fee may not be less than \$5.00.

**BUDGET IMPACT:**

N/A

**RECOMMENDATION / ACTION REQUESTED:**

City Council is requested to adopt a Resolution setting the filing fees for the Mayor and City Council at \$96.00 for the upcoming 2023 Municipal Election.



**RESOLUTION  
SETTING THE FILING FEES FOR THE  
2023 MUNICIPAL ELECTION  
FOR THE HIGH POINT CITY COUNCIL**

**WHEREAS,** a Municipal Election will be held on Tuesday, **November 7, 2023** for the purpose of electing a Mayor and eight (8) Council Members to represent the City of High Point; and

**WHEREAS,** the Primary for the Municipal Election will be held on Tuesday, October 10, 2023 if warranted; and,

**WHEREAS,** the Guilford County Board of Elections will conduct these elections for the City of High Point; and

**WHEREAS,** Pursuant to N.C.G.S. 163-294.2(e), filing fees for municipal primaries or elections must be set by the municipal governing body no later than the day before candidates are permitted to begin filing notices of candidacy; and

**WHEREAS,** pursuant to State law the filing period will commence at 12:00 noon on Friday, July 7, 2023 and will end at 12:00 noon on Friday, July 21, 2023; and

**WHEREAS,** the governing body may set filing fees up to 1% of the annual salary of the office sought, which is currently \$108.00, but the fee may not be less than \$5.00; and

**WHEREAS,** the High Point City Council desires to set the filing fees for the office of the Mayor and the City Council at \$96.00 for the upcoming 2023 Municipal Election.

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** that the filing fee be set at \$96.00 for the upcoming 2023 Municipal Election.

**BE IT FURTHER RESOLVED,** that a copy of this Resolution be forwarded to the Guilford County Board of Elections after its adoption.

Adopted by the High Point City Council this 3<sup>rd</sup> day of April 2023.

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**Sandra Keeney, City Clerk**





# City of High Point

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

## Master

File Number: 2023-140

File ID: 2023-140

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 03/28/2023

File Name:

Final Action:

**Title:** Resolution - Supplemental Agreement - State of North Carolina & City of High Point - Settlement of Opioid Litigation

City Council is requested to adopt a resolution and approve a supplemental agreement between the State of North Carolina and the City of High Point on proceeds related to the settlement of opioid litigation and authorize appropriate city officials to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

**Attachments:** 1. Resolution – Supplemental Agreement – State of North Carolina & City of High Point – Settlement of Opioid Litigation

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 2023-140

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Opioid Settlement Supplemental Resolution and Agreement

**From:** Eric Olmedo, Assistant City Manager

**Meeting Date:** April 3, 2023

**Public Hearing:** None

**Advertising Date /** N/A

**Advertised By:**

**Attachments:** Supplemental Resolution

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### PURPOSE:

Consider approval of a supplemental resolution and agreement between the State of North Carolina and the City of High Point on proceeds related to the settlement of opioid litigation.

### BACKGROUND:

The City of High Point City Council approved a resolution approving the Memorandum of Agreement (MOA) regarding proceeds related to the Settlement of the Opioid Litigation on June 21, 2021. The “Wave One” settlements were a \$26 billion national agreement with the three largest drug distributors, McKesson, Cardinal Health, and AmerisourceBergen).

The supplemental resolution and agreement being considered with this action is part of the “Wave Two” settlements. This is a \$21 billion national settlement with CVS, Walgreens, Walmart, Allergan and Teva.

North Carolina’s state and local governments stand to receive more than \$600 million in Wave Two settlements over 15 years. As with the Wave One settlements, North Carolina will receive its full share of payments from the Wave Two settlements only if all eligible governments sign onto each settlement, and the defendants will finalize the Wave Two settlements only if the vast majority of local governments across the nation sign onto them. If North Carolina achieves the same 100% participation by counties and larger municipalities, funds from the Wave Two settlement should start arriving in the second half of 2023. The distribution amounts to High Point and other units of government will be determined after the April 18, 2023 deadline to agree to the new settlements.

These funds can be used to create, expand, or sustain programs or services that serve persons with Opioid Use Disorder (OUD), or any co-occurring substance use disorder (SUD) or mental health conditions. Funded programs or services may include evidence-based addiction treatment, recovery support services, recovery housing support, employment-related services, early intervention, Naloxone distributions, post-overdose response team, syringe service program, criminal justice diversion programs, addiction treatment for incarcerated persons, and/or reentry programs.

### BUDGET IMPACT:

None.

### RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends and asks the City Council to approve the supplemental resolution and agreement between the State of North Carolina and the City of High Point and authorize appropriate city officials to execute all necessary documents.

**RESOLUTION BY THE CITY OF HIGH POINT  
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE  
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH  
CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT  
OF OPIOID LITIGATION**

**WHEREAS**, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

**WHEREAS**, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, the opioid crisis has had, and continues to have, devastating impacts to High Point citizens and their families, as well as straining local government resources; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

**WHEREAS**, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

**WHEREAS**, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including the City of High Point and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds flowing to North Carolina to help abate the harm; and

**WHEREAS**, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

**NOW, THEREFORE BE IT RESOLVED**, that the City of High Point hereby authorizes the City Manager to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.



Adopted this the third day of April, 2023.

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Jay W. Wagner, Mayor

ATTEST:

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Sandra Keeney, City Clerk

[SEAL]



# City of High Point

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

## Master

**File Number: 2023-141**

**File ID:** 2023-141

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/28/2023

**File Name:**

**Final Action:**

**Title:** Contract - Sole Source - Core & Main - Composite Water Meter Box Lids - Customer Service Department

City Council is requested to award a sole source contract to Core & Main in the amount of \$77,553.88 for the purchase of 2,000 Composite Water Meter Box Lids (1,000 - DFW1219MBX, 1,000- DFW1014) for the Customer Service Department.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 2. Contract – Sole Source - Core & Main – Composite Water Meter Box Lids – Customer Service 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 2023-141

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Core & Main Composite Water Meter Box Lids

**From:** Jeremy Coble-Customer Service Director

**Meeting Date:** April 3, 2023

**Public Hearing:** No

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A – Quote  
Attachment B- Sole Source Request Form

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### **PURPOSE:**

For the sole source purchase of 2,000 Composite Water Meter Box Lids (1,000 - DFW1219MBX, 1,000-DFW1014) for the Customer Service Department.

### **BACKGROUND:**

The Customer Service Department is modernizing the water meter infrastructure to increase accuracy of the current meter reading process. Composite lids will also be a critical infrastructure component to ensure reading accuracy in the future AMI system. Core & Main have developed lids to retrofit the current water meter boxes in High Point.

### **BUDGET IMPACT:**

The cost is \$77,553.88. There are available funds in the Customer Service budget for FY 23.

### **RECOMMENDATION / ACTION REQUESTED:**

The Customer Service Department recommends the purchase of the 2,000 Composite meter box lids.





## Bid Proposal for Meter Box Lids March 2023

CITY OF HIGH POINT  
Bid Date: 03/08/2023  
Core & Main 2805953

Core & Main  
6344 Burnt Poplar Rd  
Greensboro, NC 27409  
Phone: 336-668-1033  
Fax: 336-852-1764

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
20	1000	DFW1219MBX-1MT-SMALL-NHK-LID	EA	34.77	34,770.00
40	1000	DFW1014-1WMT-SMALL-LID	LF	37.88	37,880.00
				<b>Sub Total</b>	<b>72,650.00</b>
				<b>Tax</b>	<b>4,903.88</b>
				<b>Total</b>	<b>77,553.88</b>

### Branch Terms:

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only. Customers should verify all materials & quantities prior to bidding or ordering. Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping. HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes. Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch. Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge. Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

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:

Core &amp; Main

Item(s):

Composite water meter box lids

Justification:

Composite water meter box lids will increase the accuracy of our current meter reading process. Composite lids will also be a critical infrastructure component to ensure reading accuracy in the future AMI system. Core & Main have developed lids specifically to retrofit the current water meter boxes in High Point.

Estimated expenditure for the above item(s):

\$77,553.88

Accounting Unit and Account(s):

631257, 526101

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

Jeremy Coble

 Digitally signed by Jeremy Coble  
 Date: 2023.03.16 09:06:11 -04'00'

Department/Division

Customer Service/Water Meter Services

Date

3/16/23

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)



# City of High Point

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

## Master

**File Number: 2023-142**

**File ID:** 2023-142

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/28/2023

**File Name:**

**Final Action:**

**Title:** Contract - OMNIA US Communities - Graybar - Security Access Controls - MOB City Hall Municipal Building

City Council is requested to award an OMNIA US Communities contract to Graybar in the amount of \$112,160.95 for the purchase of multiple physical access controls to improve physical security at City Hall.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 3. Contract – OMNIA US Communities – Graybar – Security Access Controls – MOB City Hall Municipal Building

**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 2023-142

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Access Controls for City Hall - City of High Point

**From:** Adam Ward, Assistant Director, Information  
Technology Services

**Meeting Date:** April 3, 2023

**Public Hearing:** No

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

**Attachments:** Graybar Quote

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### **PURPOSE:**

Proposed security upgrades to improve the physical security of staff, citizens, and visitors to City Hall.

### **BACKGROUND:**

The Information Technology department engaged multiple physical access controls vendors to improve physical security at City Hall. The goal of this project is to physically secure City Hall by controlling public and employee access at the parameter of the building. Once an individual is inside, access to departments will be controlled by security personnel, card readers, access control panels, electrified door hardware, and intercom units. To control costs, new card readers will be integrated into the City's current building access control system.

### **BUDGET IMPACT:**

The total project cost is \$112,160.95, The City will fund the project from the current fiscal year's budget. The acquisition will occur under the OMNIA US COMMUNITIES purchasing contract.

### **RECOMMENDATION / ACTION REQUESTED:**

The Department of Information Technology Services recommends that the vendor of best value, Graybar, be awarded the project. We further recommend that City Council approves the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.





**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:



2755 PETERS CREEK PARKWAY  
WINSTON-SALEM NC 27127-4728  
Phone: 336-480-3100  
Fax: 336-723-5678

To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward  
Phone: 000-883-3495  
Fax:  
Email: zachary.allen@graybar.com

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684  
Release Nbr:  
Purchase Order Nbr:  
Additional Ref#  
Valid From: 03/20/2023  
Valid To: 04/19/2023  
Contact: ZACHARY ALLEN  
Email: zachary.allen@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes: "BID UNDER OMNIA US COMMUNITIES CONTRACT # EV2370 GUIDELINES"**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA GRAYBAR BRND			CITY HALL CARD READER & INTERCOM	SCOPE OF WORK: ACCESS CONTROL: NETCOM WILL INSTALL 4 NEW ISTAR ACCESS CONTROL PANELS AND 22 CARDS READER IN THE AT CITY HALL FOLLOWING AREAS BELOW. ALL CABLING FOR EACH DOOR WILL BE HOME RUN TO THE ACCESS CONTROL ON EACH FLOOR. 1ST FLOOR # NEW ACCESS PANEL INSTALLED IN CLOSET WITH EXISTING ACCESS PANELS CONNECTED TO NETWORK SWITCH PORT PROVIDE BY THE CITY OF HIGH POINT.	\$87,489.84	1	\$87,489.84

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

- NEW CARD  
READERS &  
LOCKS INSTALLED  
ON THE  
FOLLOWING  
DOORS (LOCKERS  
STAIRWELLS  
PHONE CENTER  
DISPATCH  
TRAFFIC  
CONTROL  
BATHROOMS &  
NEW HALL DOOR).  
READERS LOCKS  
DOOR CONTACT  
CABLING WILL BE  
HOME RUN FROM  
DOOR TO ACCESS  
CONTROL PANEL.  
2ND FLOOR  
NEW ACCESS  
PANEL INSTALLED  
IN CLOSET ON  
2ND FLOOR IN IT  
SUPPORT OFFICE  
WITH EXISTING  
ACCESS PANELS  
CONNECTED TO  
NETWORK  
SWITCH PORT  
PROVIDE BY THE  
CITY OF HIGH  
POINT.  
- NEW CARD  
READERS &  
LOCKS INSTALLED  
ON THE  
FOLLOWING  
DOORS  
(ECONOMIC  
DEVELOPMENT  
COMMUNICATIO  
S FINANCE  
TRANSPORTATIO  
N PURCHASING).  
READERS LOCKS

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

DOOR CONTACT  
CABLING WILL BE  
HOME RUN FROM  
DOOR TO ACCESS  
CONTROL PANEL.  
3RD FLOOR  
NEW ACCESS  
PANEL INSTALLED  
IN CLOSET ON  
3RD FLOOR IN HR  
BACK OFFICE  
WITH EXISTING  
ACCESS PANELS  
CONNECTED TO  
NETWORK  
SWITCH PORT  
PROVIDE BY THE  
CITY OF HIGH  
POINT.  
NEW CARD  
READERS &  
LOCKS INSTALLED  
ON THE  
FOLLOWING  
DOORS  
(STAIRWELLS  
COUNCIL  
CHAMBERS  
COMMUNITY  
DEVELOPMENT).  
READERS LOCKS  
DOOR CONTACT  
CABLING WILL BE  
HOME RUN FROM  
DOOR TO ACCESS  
CONTROL PANEL.  
VIDEO  
INTERCOMS:  
NETCOM WILL  
INSTALL 17 NEW  
INTERCOMS 1 TO  
1 WITH VIDEO  
INTERCOMS. ALL  
CABLING FOR  
EACH INTERCOM  
WILL FROM

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

MASTER TO DOOR  
STATION IN EACH  
DEPARTMENT.  
1ST FLOOR  
MASTER & DOOR  
STATION IN THE  
FOLLOWING  
AREAS  
(CUSTOMER  
SERVICE IT  
DEPARTMENT  
INSPECTIONS  
TRAFFIC  
CONTROL. PHONE  
CENTER). EACH  
MASTER LOCATED  
IN EACH OFFICE  
(LOCATION  
PROVIDE BY CHP)  
TO CONTROL THE  
MAIN ENTRANCE  
TO OFFICE AND  
WILL HAVE THE  
ABILITY TO  
RELEASE DOOR  
FORM INTERCOM.  
2ND FLOOR  
MASTER & DOOR  
STATION IN THE  
FOLLOWING  
AREAS  
(ECONOMIC  
DEVELOPMENT IT  
SUPPORT PUBLIC  
SERVICES  
COMMUNICATION  
S ENGINEERING  
TRANSPORTATIO  
N FINANCE  
PUBLIC  
ENGAGEMENT).  
EACH MASTER  
LOCATED IN EACH  
OFFICE  
(LOCATION  
PROVIDE BY CHP)

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24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

TO CONTROL THE  
MAIN ENTRANCE  
TO OFFICE AND  
WILL HAVE THE  
ABILITY TO  
RELEASE DOOR  
FORM INTERCOM.  
3RD FLOOR  
MASTER & DOOR  
STATION IN THE  
FOLLOWING  
AREAS (HUMAN  
RESOURCE  
COMMUNITY  
DEVELOPMENT  
PLANNING  
ADMINISTRATION).  
EACH MASTER  
LOCATED IN EACH  
OFFICE  
(LOCATION  
PROVIDE BY CHP)  
TO CONTROL THE  
MAIN ENTRANCE  
TO OFFICE AND  
WILL HAVE THE  
ABILITY TO  
RELEASE DOOR  
FORM INTERCOM.  
EQUIPMENT:  
USTAR008 8 DOOR  
ISTAR PANEL  
SOFTWARE  
HOUSE 3  
ESTAR004 4 DOOR  
ISTAR PAEL  
SOFTWARE  
HOUSE 1  
FP3511A INDALA  
MULLION CARD  
READER HID 22  
8371 RCI  
MAGLOCK RCI 22  
IS320WH REX  
MOTION  
HONEYWELL 22

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24-Hour Emergency Phone#: 1-800-GRAYBAR

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This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

EEB3N REX  
BUTTON  
SECURITRON 22  
N78B/ST DOOR  
CONTACT  
NASCOM 22  
R00907L1Y CABLE  
REMEE 18  
M8P POWER  
DISTRIBUTION  
MODULE LIFE  
SAFETY 3  
JFS-2AEDV  
MASTER & DOOR  
STATION KIT  
AIPHONE 17  
RY-1824L LOCK  
RELAY AIPHONE  
17  
87180250C 18/2  
AIPHONE CABLE  
AIPHONE 4  
WARRANTY:  
NETCOM WILL  
PROVIDE A  
1-YEAR  
WARRANTY  
PARTS & LABOR.  
NOTES &  
ASSUMPTIONS:  
# IT IS ASSUMED  
THAT ALL  
EXISTING CABLE  
PATHWAYS WILL  
BE PROVIDED BY  
OTHERS.  
# IT IS ASSUMED  
THAT PLYWOOD  
BACKBOARDS  
WILL BE  
INSTALLED IN THE  
IT ROOMS BY  
OTHERS.  
# IT IS ASSUMED  
THAT ALL WORK  
CAN BE

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

COMPLETED  
DURING NORMAL  
BUSINESS  
HOURS.  
# NETCOM WILL  
TEST ALL  
INSTALLED  
CABLES TO  
EIA/TIA  
STANDARDS AND  
LABEL THEM TO  
THE  
CUSTOMER#S  
SPECIFICATIONS.  
TERMS &  
CONDITIONS:  
NETCOM CABLING  
INC. CONSIDERS  
THE CONTENTS  
OF THIS  
PROPOSAL TO BE  
PROPRIETARY.  
THIS DOCUMENT  
IS INTENDED FOR  
THE SOLE USE OF  
CITY OF HIGH  
POINT AND  
NETCOM CABLING  
INC. AND MAY  
NOT BE  
RELEASED TO  
ANOTHER  
VENDOR OR  
CONTRACTOR  
WITHOUT PRIOR  
WRITTEN  
PERMISSION  
FROM NETCOM  
CABLING INC.  
THIS PRICING IS  
GOOD FOR 2  
WEEKS FROM THE  
DATE OF THIS  
PROPOSAL.  
IF THE ABOVE  
QUOTE IS

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
Proj Name:  
GB Quote #: 0242973684

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

ACCEPTABLE  
PLEASE SIGN AND  
EMAIL OR  
PROVIDE A PO TO  
NETCOM CABLING  
INC. NETCOM  
WILL CONTACT  
YOU FOR YOUR  
INSTALLATION  
SCHEDULE.  
PLEASE INCLUDE  
A CONTACT NAME  
AND PHONE  
NUMBER IF  
DIFFERENT FROM  
NAME LISTED  
ABOVE.  
#

200	1 EA	GRAYBAR BRND	LABOR FOR INSTALL	\$24,671.11	1	\$24,671.11
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Total in USD (Tax not included): \$112,160.95

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF HIGH POINT/COMM  
FINANCE DEPT  
HIGH POINT NC 27261  
Attn: Adam Ward

Date: 03/20/2023  
**Proj Name:**  
**GB Quote #:** 0242973684

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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**Signed:**\_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)**

**24-Hour Emergency Phone#: 1-800-GRAYBAR**

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# City of High Point

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

## Master

**File Number: 2023-143**

**File ID:** 2023-143

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/28/2023

**File Name:**

**Final Action:**

**Title:** Contract - Samet Inc. GMP - Truist Point Stadium Modifications - (MLS)Major League Soccer

City Council is requested to approve the Construction Phase contract in an amount not to exceed \$5,296,970, for a total Guaranteed Maximum Price (GMP) of \$5,628,4751 and the itemized Guaranteed Maximum Price (GMP) statement for Samet Corporation for modifications to Truist Point Stadium Modifications in preparation for a Major League Soccer (MLS) team to begin play in Spring 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 6. Contract – Samet Inc. GMP – Truist Point Stadium Modifications – (MLS)Major League Soccer

**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 2023-143

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Samet GMP – Truist Point Stadium Modifications

**From:** Eric Olmedo, Assistant City Manager

**Public Hearing:** None

**Attachments:** Itemized GMP Statement

**Meeting Date:** April 3, 2023

**Advertising Date /** 10/6/2022

**Advertised By:** Purchasing

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### **PURPOSE:**

The City Council is requested to approve the itemized Guaranteed Maximum Price (GMP) statement for Samet Corporation for modifications to Truist Point Stadium Modifications in preparation for a Major League Soccer (MLS) team to begin play in Spring 2024.

### **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, which included the Preconstruction/Design Service phase and budget of \$303,240 was approved on February 20, 2023.

The total Guaranteed Maximum Price (GMP) from Samet for the stadium modifications is \$5,628,475. This amount includes the Preconstruction/Design Service phase which was previously approved for \$303,240. The amount being approved by this action is \$5,296,970. This amount includes total contingencies of \$234,698.

### **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. The total approved project budget of \$6.0 million was approved on February 20, 2023, and the budget includes items that will be outside of this contract.

### **RECOMMENDATION / ACTIONS REQUESTED:**

Staff recommends and asks the City Council to approve the Construction Phase contract in an amount not to exceed \$5,296,970, for a total Guaranteed Maximum Price of \$5,628,475.



**ATTACHMENT-A**  
**Attachment A-1 Itemized Statement of the GMP**



**High Point Truist Point Stadium Soccer Renovation**  
**High Point NC**

3/21/2023

Construction Cost by Trade Package				Base Bid Total
01A	Final Cleaning			\$2,087
02A	Vapor Mitigation Allowance			\$10,000
03A	Concrete Foundations Walls & Slabs			\$599,344
04A	Masonry			\$174,984
05A	Structural Steel			\$271,785
06D	Millwork & Casework			\$172,676
07A	Waterproofing Dampproofing & Expansion Joints			\$34,048
07B	Membrane & Metal Roofing			\$96,525
07D	Fiber Cement Siding			\$8,250
08A	Doors Frames, Hardware, & Specialties			\$29,900
09A	Drywall, Framing , ACT, & Insulation			\$125,350
09C	Carpet, Hard Tile, & Resilient Flooring			\$35,978
09H	Paint			\$36,320
10A	Toilet Partitions & Specialties			\$38,575
12E	Seating			\$209,833
21A	Fire Protection			\$20,253
22A	Plumbing			\$196,190
23A	HVAC			\$93,000
26A	Electrical			\$134,650
27A	Audio Visual Allowance			\$50,000
32E	Field Turf & Netting			\$1,469,813
32G	Landscaping Allowance			\$5,000
<b>Subtotal</b>				<b>\$3,814,561</b>
	Owner Contingency		\$	100,000
	Design Contingency		\$	36,736
	Design Builders Contingency		\$	97,962
<b>Construction Contingency Subtotal</b>				<b>\$ 234,698</b>
	Design & Precon Services		\$	303,240
	Const Admin Services		\$	34,320
	DB General Conditions & General Requirements		\$	745,983
<b>General Conditions Subtotal</b>				<b>\$1,083,543</b>
	Subcontractor Default Insurance		\$	57,193
	Builders Risk Insurance		\$	10,131
	Technology Expense		\$	8,443
	Performance & Payment Bond		\$	42,214
	Insurances		\$	47,842
	Project Closeout Services		\$	11,257
<b>Permits, Bond &amp; Insurance Subtotal</b>				<b>\$ 177,080</b>
	Design Builder Fee		\$	318,593
<b>TOTAL PROJECT GUARANTEED MAXIMUM PRICE:</b>				<b>\$ 5,628,475</b>



# City of High Point

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

## Master

**File Number: 2023-144**

**File ID:** 2023-144

**Type:** Agreement

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/28/2023

**File Name:**

**Final Action:**

**Title:** **Municipal Agreement - (NDOT) North Carolina Department of Transportation - Schedule A**

City Council is requested to approve a North Carolina Department of Transportation (NDOT) new reimbursement Schedule A municipal agreement to cover the maintenance costs of traffic control signs on state system roads within the City's municipal limits.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 7. Municipal Agreement – (NDOT) North Carolina Department of Transportation – Schedule A

**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 2023-144

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** NCDOT Municipal Agreements – Schedule A - Signs

**From:** Greg Venable, Transportation Director

**Meeting Date:** Monday April 3, 2023

**Public Hearing:** No

**Advertising Date:** NA

**Advertised By:** NA

**Attachments:** Municipal Agreement – Schedule A

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### **PURPOSE:**

The North Carolina Department of Transportation has presented the City with a new reimbursement Schedule A. The Schedule A municipal agreement covers the maintenance costs of traffic control signs on state system roads within the City's municipal limits. The agreement applies to preventative and routine maintenance, replacement, and construction activities associated with maintaining these signs.

### **BACKGROUND:**

The last Schedule A revision was in 2014. The new schedule covers maintenance and the replacement of damaged, or obsolete signage. Schedule A includes updated pricing for equipment, materials, and labor, as well as the potential for periodic adjustments to reflect the additions of new signs and changing costs, subject to funding availability. The agreement will be retroactive to July 1, 2022, and effective for one (1) year, and may be renewed annually by the City Manager for up to five (5) additional years before a new agreement is required.

### **BUDGET IMPACT:**

Schedule A allows the City to be reimbursed for costs associated with the maintenance of signs along state system streets within High Point. Over the previous five years (FY 2017-22), the City has received an average annual reimbursement of \$10,250. These funds are included in the General Fund for Transportation Operations, and we are on track to receive a similar amount in the current fiscal year.

### **RECOMMENDATION / ACTION REQUESTED:**

The Transportation Department requests City Council's approval of the Municipal Agreement - Schedule A with the North Carolina Department of Transportation (NCDOT).

NORTH CAROLINA  
GUILFORD COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL  
DEVICES  
SIGNS AGREEMENT  
SCHEDULE A**

DATE: 2/16/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 7.104112

CITY OF HIGH POINT

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

**WITNESSETH:**

WHEREAS, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as signs and supports, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway signs and supports on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains signs and supports on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such signs and supports; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

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

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

Agreement ID # 11429



That the Municipality shall maintain the signs and supports as described below and indicated on the attached Schedule "A".

## **SIGNS**

1. The Municipality will maintain and replace, if necessary, those signs and supports indicated on the attached Schedule "A" that are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of signs and supports within the Municipality except those on the interstate and controlled access highways which the Department will continue to maintain. All signs erected will be of reflectorized sheeting on nonrecycled aluminum and mounted on a "U" channel post or material approved by the Department and indicated by the General Requirements for Schedule "A". The Municipality will be reimbursed for the maintenance and replacement of signs and supports that are the responsibility of the Department only. Reimbursement for signs and supports will be in accordance with the Schedule "A" attached hereto and incorporated herein by reference. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates and/or may adjust the reimbursement rate three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of signs and supports pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for signs and supports pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting

documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year.

4. The Municipality shall not install any signs or supports on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative Code 19A NCAC 2B.0203. Approval for payment of installed signs and supports shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of signs and supports locations for adherence according to the guidelines provided by the Department.
5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at: [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html).
  - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
  - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related

authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
10. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF HIGH POINT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

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

(SEAL)

BY: \_\_\_\_\_

(FINANCE OFFICER)

Remittance Address:

City of High Point

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**Municipal Operations Agreement – Traffic Control Devices  
Schedule “A” – Signs**

The Board of Transportation will reimburse the Municipality for the replacement of signs on the following schedule:

- **Signs:** Every 12 years, or if sign is damaged, deteriorated, or otherwise not meeting its intended use.

ITEM	QUANTITY OF ITEM INSTALLED	* REIMBURSEMENT	UNIT	TOTAL REIMBURSEMENT PER ITEM
A. 30"x30" Stop		\$14.67	SF	
B. 36"x36" Stop		\$14.75	SF	
C. 36"x36" Yield		\$28.21	SF	
D. 36" RR Warning (Fluorescent Yellow Color)		\$14.85	SF	
E. Warning Signs: Grade B Sheeting (Fluorescent Yellow-Green Color)				
1. 36"x36" School [Reduced Speed] (S4-5)		\$11.78	SF	
36"x36" School [Advance Symbol] (S1-1)		\$11.78	SF	
48"x48" School [Advance Symbol] (S1-1)		\$11.81	SF	
2. 24"x12" Diagonal Arrow (W16-7)		\$12.00	SF	
30"x18" Diagonal Arrow (W16-7)		\$11.73	SF	
3. 24"x10" Ahead Plaque (W16-7P)		\$12.00	SF	
36"x20" Ahead Plaque (W16-7P)		\$11.80	SF	
48"x30" Ahead Plaque (W16-7P)		\$11.80	SF	
4. 24"x12" XXX FT Panel (16-2)		\$12.00	SF	
30"x18" XXX FT Panel (16-2)		\$11.73	SF	
36"x36" Pedestrian (W11-2)		\$11.78	SF	
36"x36" Bicycle (W11-1)		\$11.78	SF	
5. 24"x8" School (S4-3)		\$12.00	SF	
30"x10" School (S4-3)		\$12.00	SF	
36"x12" School (S4-3)		\$11.67	SF	
36"x36" School Bus Stop Ahead (S3-1)		\$11.78	SF	
9. 24"x18" Share the Road (W16-1)		\$11.67	SF	
F. Other warning and regulatory		.063 gauge Al@ \$11.75	SF	
		.080 gauge Al@ \$12.18		
		.125 gauge Al@ \$13.50		
G. Guide Signs w/o Z bars(Type D)		Single panel = \$11.83	SF	
		Dbl panel = \$12.53		
H. Guide Signs w/Z bars(Type A or B)		\$15.95	SF	
J. 2 lb U channel Posts		\$5.00	LF	
K. 3 lb U channel Posts		\$6.00	LF	
L. 4" X 4" Wood Posts		\$12.00	LF	
M. 4" X 6" or 6" X 6" Wood Posts		\$12.00	LF	
N. Installation of 1 Post Sign or Assembly, Span Wire and Mast Arm		\$90.00	EA	



O. Installation of 2 Post Sign or Assembly		\$110.00	EA	
P. Installation of Z Bar Sign (Type A)		\$685.00	EA	
Q. Installation of Z Bar Sign (Type B)		\$415.00	EA	
<b>TOTAL MAXIMUM REIMBURSEMENT =</b>				

- **Supports** for new installations or supports that are damaged or otherwise not meeting its intended use.

\*Sign and support prices shown are current maximum allowable sign reimbursements. See **General Requirements**.

## **GENERAL REQUIREMENTS – Schedule A**

Signs may be purchased from the Department of Corrections (DOC), fabricated by the Municipality, or purchased from a private sign manufacturer providing the sign meets all NCDOT sheeting and sign fabrication specifications. The NCDOT sheeting specification is available from the Department's website @ <http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/sign/>. The sign fabrication requirements are in Section 901 of the NCDOT Standard Specifications for Roads and Structures. Installation of signs shall be in accordance with the NCDOT Roadway Standard Drawings. The signs and sign installations shall meet all requirements of these specifications and standards for the Municipality to be reimbursed. Reimbursement will be made after sign installations. The Municipality shall meet all requirements of the General Requirements and Appendix A for reimbursement by NCDOT. The Department reserves the right to inspect any signs installed by the Municipality under Schedule A before or after installation.

For reimbursement of sign support(s), the supports and support installations must meet all requirements of Section 903 and 1094 of the NCDOT Standard Specifications for Roads and Structures and the NCDOT Roadway Standard Drawings.

\*If the signs are provided by a private contractor or the Municipality, the reimbursement rate will be the actual cost of the sign as shown on invoice, not to exceed the maximum reimbursement rate shown on Schedule A for each designated sign. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates. Signs ordered from the DOC will be based upon sign prices at the time ordered and payable after installation.

### **NCDOC Information:**

If ordering signs from the Department of Corrections (DOC):

Telephone: 1-800-241-0124

Fax: (919) 716-3974

NCDOC

2020 Yonkers Road

Raleigh, NC 27605



# City of High Point

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

## Master

**File Number: 2023-145**

**File ID:** 2023-145

**Type:** Agreement

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/28/2023

**File Name:**

**Final Action:**

**Title:** **Municipal Agreement - (NDOT) North Carolina Department of Transportation - Schedule B**

City Council is requested to approve a North Carolina Department of Transportation (NDOT) new reimbursement Schedule B municipal agreement to cover the maintenance costs of pavement markings on state system roads within the City's municipal limits.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 8. Municipal Agreement – (NDOT) North Carolina Department of Transportation – Schedule B

**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 2023-145

# CITY OF HIGH POINT

## AGENDA ITEM

**Title: NCDOT Municipal Agreements – Schedule B - Markings**

From: Greg Venable, Transportation Director

Meeting Date: Monday April 3, 2023

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Municipal Agreement – Schedule B

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**PURPOSE:**

The North Carolina Department of Transportation has presented the City with a new reimbursement Schedule B. The Schedule B municipal agreement covers the maintenance costs of pavement markings on state system roads within the City's municipal limits. The agreement applies to preventative and routine maintenance, replacement, and construction activities associated with maintaining these pavement markings.

**BACKGROUND:**

The last Schedule B revision was in 2014. The new schedule covers maintenance and the replacement of pavement markings on state system streets. Schedule B includes updated pricing for materials, and labor, as well as the potential for periodic adjustments to reflect the additions of new pavement markings on new state system streets and changing costs, subject to funding availability. The agreement will be retroactive to July 1, 2022, and effective for one (1) year, and may be renewed annually by the City Manager for up to five (5) additional years before a new agreement is required.

**BUDGET IMPACT:**

Schedule B allows the City to be reimbursed for costs associated with the maintenance of pavement markings along state system streets within High Point. Over the previous five years (FY 2017-22), the City has received an average annual reimbursement of \$13,100. These funds are included in the General Fund for Transportation Operations, and we are on track to receive a similar amount in the current fiscal year.

Reimbursement for costs associated with Schedule B are capped at \$35,000 per year. These funds are included in the General Fund for Transportation Operations and the prior year reimbursements for Schedule B were approximately \$35,000.

**RECOMMENDATION / ACTION REQUESTED:**

The Transportation Department requests City Council's approval of the Municipal Agreement - Schedule B with the North Carolina Department of Transportation (NCDOT).

NORTH CAROLINA  
GUILFORD COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL  
DEVICES  
MARKINGS & MARKERS AGREEMENT  
SCHEDULE B**

DATE: 2/8/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 7.104112 & 7.204112

CITY OF HIGH POINT

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

**WITNESSETH:**

WHEREAS, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as pavement markings and markers, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway pavement markings and markers on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains pavement markings and markers on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such pavement markings and markers; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

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

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the pavement markings and markers as described below and indicated on the attached Schedule "B".

1. The Municipality shall install and maintain pavement markings and markers as indicated on Schedule "B" which are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of pavement markings and markers within the Municipality except those on the interstate and controlled access highways which the Department shall continue to maintain. The Municipality shall use approved pavement marking materials and pavement markers. Reimbursement for pavement markings and markers shall be in accordance with Schedule "B" Markings and Markers, attached hereto and incorporated herein by reference.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of pavement markings and markers pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for pavement markings and markers pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year. The reimbursement rates shown on the attached Schedule "B" shall be increased three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.
4. The Municipality shall not install any pavement markings and markers on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative



Code 19A NCAC 2B.0203. Approval for payment of installed pavement markings and markers shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of pavement markings and markers locations for adherence according to the guidelines provided by the Department.

5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at: [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html).
  - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
  - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this

Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

10. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF HIGH POINT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

City of High Point

\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

# MUNICIPAL OPERATIONS AGREEMENT - TRAFFIC CONTROL DEVICES

## SCHEDULE "B" MARKINGS and MARKERS

The Board of Transportation shall reimburse the Municipality for marking the system highways based on the following schedule:

(    ) **CHECK** here if Municipality is to **INSTALL ALL MARKINGS AND MARKERS, OTHERWISE, CIRCLE THE LETTER IN FRONT** of the items below to be maintained by the Municipality.

	ITEM	QUANTITY  OF ITEM  INSTALLED	REIMBURSEMENT	UNIT	TOTAL REIMBURSEMENT  PER ITEM
A	4" Thermoplastic Pavement Marking Line, 90 mils		\$0.90	LF	
B	6" Thermoplastic Pavement Marking Line, 90mils		\$1.50	LF	
C	8" Thermoplastic Pavement Marking Line, 90 mils		\$2.90	LF	
D	12" Thermoplastic Pavement Marking Line, 90 mils		\$3.10	LF	
E	16" Thermoplastic Pavement Marking Line, 90 mils		\$6.00	LF	
F	24" Thermoplastic Pavement Marking Line, 90 mils		\$7.50	LF	
G	Thermoplastic Marking Line Removal, 4"		\$0.75	LF	
H	Thermoplastic Marking Line Removal, 8"		\$1.20	LF	
I	Thermoplastic Marking Line Removal, 24"		\$6.00	LF	
J	Thermoplastic Pavement Marking Character, 90 mils		\$115.00	EA	
K	Thermoplastic Pavement Marking Symbol, 90 mils		\$120.00	EA	
L	Thermoplastic Pavement Marking Symbol & Character Removal		\$80.00	EA	
M	4" Paint Marking Line        *		\$0.50	LF	
N	6" Paint Marking Line        *		\$0.55	LF	
O	8" Paint Marking Line        *		\$0.65	LF	

P	12" Paint Marking Line *		\$0.90	LF	
Q	16" Paint marking Line *		\$3.00	LF	
R	24" Paint Marking Line *		\$3.00	LF	
S	Paint Pavement Marking Symbol/Character		\$45.00	EA	
T	Permanent Raised Pavement marker		\$7.00	EA	
U	Permanent Snowplowable Raised Pavement Marker		\$35.00	EA	
V	Permanent Snowplowable Pavement Marker Lens Replacement		\$35.00	EA	
W	Flexible Delineator (Yellow)		\$70.00	EA	
X	Flexible Delineator (Crystal & Red)		\$30.00	EA	
<b>TOTAL MAXIMUM REIMBURSEMENT =</b>					

\* THIS PAY ITEM IS FOR ONE LAYER OF PAINT. ANY OTHER LAYERS WILL ALSO BE PAID FOR UNDER THE SAME PAY ITEM.

The Municipality shall bill the Division of Highways on a quarterly basis for the pavement marking and markers accomplished by the use of long-life pavement marking material and pavement markers. Long –life pavement markings, paint and markers will be paid for using the unit prices as shown above.

Pavement markings are expected to have a five (5) year life cycle. Placement of pavement markings will be reimbursable on any given roadway once every five (5) years, assuming the replacement is warranted the fifth (5<sup>th</sup>) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the five (5) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department.

Pavement markers are expected to have a life cycle of three (3) years. Placement of pavement markers / snowplowable marker lenses will be reimbursable on any given roadway once every three (3) years, assuming the replacement is warranted the third (3<sup>rd</sup>) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the three (3) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department with the following exception:

Permanent raised markers that have been prematurely removed from the pavement as a result of snow removal should be replaced after the



snowplowing season. Replacement of these markers will be considered reimbursable at the unit price listed above.

The Municipality would be expected to keep these markings and markers in good repair according to the NCDOT Standard Practice for Pavement Marking and Marker Maintenance. Engineering judgment should be used by the municipality to determine if markings and or markers meet these replacement criteria. Retroreflectivity measurements may be taken by the NCDOT on an as needed basis or when either party has questioned the status.

Items included on the Schedule "B" may be added or deleted to those checked above by a request in letter form signed by the Mayor, Clerk (or Manager). The letter shall be sent in quadruplicate to the Division Engineer, accompanied by four (4) copies of the Schedule "B" with all appropriate items checked. If the Division Engineer approves the new Schedule "B" he / she shall sign, as approved, all four (4) copies of the Municipality's letter of request. The Division Engineer shall then: 1) forward one copy of the letter and Schedule "B" to the DOT Controller and the State Traffic Engineer. 2) Return a copy of each to the Municipality. 3) Retain a copy of each for his / her file. The new Schedule "B" shall then become effective at the beginning of the next quarter for reimbursement.

Above rates approved by the Board of Transportation\_\_\_\_\_ to be effective\_\_\_\_\_