City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 1/17/2019
Work Session – 6:00PM

COUNCILPERSONS:
Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

CITY MANAGER:
Tamara Brock

CITY ATTORNEY:
David Archer

CITY CLERK:
Meredith Ulmer

I. Opening of Meeting

- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

II. Regular Agenda

A. Council Meeting Minutes

1. January 3, 2019 (Pages 1 - 14)

   Attachments

B. Commendation/Recognition

1. Awards Memo (Pages 15 - 17)

   Attachments

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2. State Fire Marshal Authorization (Pages 18 - 20)

   Attachments

C. Second Reading of Ordinances

1. Extra Large Power Incremental Growth Rider (Pages 21 - 25)

   Attachments

D. Grant Application/Acceptance

1. Grant Acceptance / Firehouse Subs (Pages 26 - 29)

   Attachments

E. Contracts/Agreements

1. Douthit Ferry Road Temporary Licensing Agreement (Pages 30 - 36)

   [Attachments]

F. Bid Award/Purchases

1. Matthews Garage Repair Invoices (Pages 37 - 42)

   [Attachments]

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2. Barracuda Message Archiver Renewal (Pages 43 - 44)

   [Attachments]

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3. Cogsdale Corporation (Pages 45 - 48)

   [Attachments]

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4. Burnt Hickory Road Paving (Pages 49 - 50)

   [Attachments]

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5. Dumpster Purchase (Pages 51 - 52)

   [Attachments]

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6. Compact Excavator Bid 18-011 (Pages 53 - 62)

   [Attachments]

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7. Main Street to Center Road Easement Clearing (Pages 63 - 69)

   [Attachments]

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8. WPCP – Secondary #4 Shaft Repair (Pages 70 - 78)

   [Attachments]

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9. WPCP - Nutrient Removal Construction (Pages 79 - 82)

   [Attachments]

G. Engineering Services

1. WPCP – Construction Engineering (Pages 83 - 92)

   [Attachments]

H. Change Order

1. HSPB#2 Stabilization – Change Order #2 (Pages 93 - 108)

   [Attachments]

I. Monthly Financial Statement

1. November 2018 Financial Report (Pages 109 - 113)

Attachments

J. None

1. Adjourn (Page 114)

Attachments

2. Appeal to Animal Control Board (Page 115)

Attachments

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
January 3, 2019

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Meeting minutes
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
January 3, 2019
6PM – Work Session
7PM – Council Meeting

I. Opening Meeting

Invocation by Council Member Stepp.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

Absent: Council Member Taff Wren Ward Six

II. Regular Agenda

A. Council Meeting Minutes

1. December 20, 2018

A motion to approve the December 20, 2018 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

B. Proclamations

1. Recognition of 12 and Under All-Stars as GRPA State Football Champs

Cartersville Parks and Recreation Department's 12 & Under Football All-Star team won a second straight GRPA State Class "A" Championship. The coaches and team members received a Proclamation presented by Mayor Santini.

Council Member Stepp made a motion to add two items to the agenda, and the motion was seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Added item: Ante Litem Notice

David Archer, City Attorney stated he recommended denial of the ante litem notice. The only difference between tonight's notice and last meeting's notice is that there are open record request results attached the request. The documents do not change the circumstance of the situation.

Council Member Fox made a motion to deny the ante litem notice and the motion was seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

A copy of the ante litem notice is available in the Clerk's Office.

Added item: Wastewater Award

Bob Jones, Water Department Head came forward and stated the wastewater plant has received some awards and Ms. Ann Bennett from the Georgia Association of Water Professionals will be presenting them. Ms. Bennett came forward and gave out two awards. The first award was for Wastewater Facility of the Year and the second was the Drinking Water Award.

C. Appointments

1. Board of Zoning Appeals

Randy Mannino, Planning and Development Head the application for Patrick Murphy is attached. Council is requested to appoint Mr. Murphy to the Board of Zoning Appeals to fill the unexpired term of Allen McDaniel, term to expire June 1, 2019.

Motion to approve Patrick Murphy to replace Allen McDaniel on the Board of Zoning Appeals was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

D. Resolutions

1. Community Development Block Grant (CDBG) for Tranquility House

Tamara Brock, City Manager stated this resolution authorizes the filing of a Community Development Block Grant (CDBG) application with the Georgia Department of Community Affairs (DCA) for the Tranquility House Domestic Violence Shelter.

Motion to approve the Community Development Block Grant for Tranquility House was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Resolution No.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, REQUESTING UP TO $750,000 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE CONSTRUCTION OR RENOVATION OF A FACILITY TO PROVIDE NON-SHELTER

SERVICES TO VICTIMS OF DOMESTIC VIOLENCE AND RENOVATION OF EXISTING SHELTER FACILITY TO INCREASE CAPACITY FOR TRANQUILITY HOUSE DOMESTIC VIOLENCE SHELTER.

WHEREAS, the Georgia Department of Community Affairs is Authorized to Make Grants to Non-Urbanized Areas for the Purpose of Community Improvements.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cartersville herein referred to as the "Applicant",

1. **That Matthew J. Santini in his official capacity as Mayor is authorized to execute and file an application on behalf of the Applicant, a city government, with the Georgia Department of Community Affairs,**

2. **That the Mayor is authorized to execute and file such applications and assurances or any other documents required by the Georgia Department of Community Affairs,**

3. **That the Mayor is authorized to execute a grant contract agreement on behalf of the Applicant with the Georgia Department of Community Affairs,**

4. **That the City of Cartersville while making application to or receiving grants from the Georgia Department of Community Affairs will comply with state and federal statutes, regulations, executive orders and administrative requirements as required by said agencies.**

Adopted this day of January 2019.

/s/ ____________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________

City Clerk

2. Annual Update Adoption of CIE & STWP in Accordance with the Impact Fee Requirements

Mr. Mannino stated Cartersville adopted Impact Fees in the last quarter of 2006 and said fees became effective in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan, because we collect said impact fees and/or have an adopted impact fee ordinance.

The required public hearing was held on December 6, 2018, and Council approved a resolution allowing this update to be submitted. The Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) have approved the document.

The City is required to formally adopt it and staff recommends that Council approve this resolution adopting the Annual Update.

A motion to approve Annual Update Adoption of CIE & STWP in Accordance with the Impact Fee Requirements was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Resolution No.

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element and Short Term Work Program; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on December 6, 2018 at 9:00 A.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herin as Exhibit "A" as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 3rd OF JANUARY, 2019.

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Mayor, City of Cartersville, Georgia

ATTEST:

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City Clerk

E. Second Reading of Ordinances

1. Alcohol Ordinance Amendment - Partially Consumed Bottles of Wine

Mr. Mannino stated restaurants which are licensed to sell wine may allow customers to take partially consumed bottles home if it has been purchased with a meal, is sealed appropriately and placed properly in their vehicle.

A motion to approve Alcohol Ordinance Amendment - Partially Consumed Bottles of Wine was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

Ordinance no.______

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SEC. 4-113 – 4-119. RESERVED is hereby deleted in its entirety and replaced with the following:

1.

Sec. 4-113. – Partially consumed bottles of wine poured with a meal.

(a) Any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to remove one (1) unsealed bottle of wine per patron for consumption off premises, if the patron has purchased a meal and consumed a portion of the bottle of wine which has been purchased on the premises with such meal on the restaurant's premises.

(b) A partially consumed bottle of wine that is to be removed from the premises must be securely resealed by the licensee or its employees before removal from the premises.

(c) The partially consumed bottle of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine and meal shall be provided by the licensee and attached to the container.

(d) If transporting in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

2.

Sec. 4-114 – 4-19. - Reserved.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _______________________
SECOND READING: _______________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: _______________________________
MEREDITH ULMER, CITY CLERK

F. First Reading of Ordinances

1. Extra Large Power Incremental Growth Rider

Derek Hampton, Electric Department Head stated this new rider is an incentive for our existing largest industrial customers on the City's 'XLP' rate that continue to expand their facilities and, thus, their electrical consumption. This would allow the customer to pay a reduced cost based on wholesale market pricing with a minimal margin and standard riders and taxes. This incentive has a 5-yr duration, after which, the customer would resort back to paying in accordance with their applicable standard rate.

This is a first reading and does not require a vote.

Ordinance no.______

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. DIVISION 3.</u> RESERVED is hereby amended by deleting said Division in its entirety and replacing them with the following:

1.

DIVISION 3. EXTRA LARGE POWER INCREMENTAL GROWTH RIDER.

Sec. 24-266. Extra Large Power Incremental Growth Rider.

(a) ***Effective Date:*** **Bills rendered for the month of January 2019.**

(b) ***Applicability*****:**

To all Extra Large Power customers of CES receiving services as of July, 2018.

This rider applies to incremental (increased) consumption and demands which are defined as:

1. **Baseline: the historical interval data from 12 months prior to the start date of expansion.**
2. **Incremental Consumption: the difference between customer's consumption from current billing month and baseline consumption from the corresponding month.**
3. **Incremental Demands:**
   a. **Transmission incremental demand: the difference between customer's demand on the date and time of MEAG's system peak from the current billing month and baseline demand from corresponding month and time.**
   b. **Reserve incremental demand: the difference between customer's peak demand from current billing month and the baseline's peak demand in the corresponding month.**
4. **On a monthly basis, Incremental consumption must exceed baseline consumption by 5% in order for the incremental consumption and incremental demands to be billed at the monthly rate below.**
5. **This rider will be effective for five (5) years from the start date of expansion.**

(c) ***Type of Service*****:**

1. **Single or three-phase, sixty (60) hertz, at a standard voltage.**

(d) ***Monthly Rate:***

1. **The monthly bill is calculated using the following formula.**

$$Bill_{Mo.} = (Base\ Bill\ \$ + Margin\ \$ + PCA\ \$ + FCC\ \$ + ECC\ \$) + Tax\ \$$$

Whereas: $Base\ Bill\ \$ = Cost_{ENERGY} + Cost_{TRANS} + Cost_{RES}$

$$Cost_{TRANS} = TBD\ KW \times Transmission\ Rate$$

$$Cost_{RES} = RBD\ KW \times Reserve\ Rate$$

$$Cost_{ENERGY} = \sum (kWh_{Hr} \times Market\ Price_{Hr})$$

$$Margin\ \$ = \sum (kWh_{Hr} \times Margin\ Rate)$$

$$PCA\,\$ = \sum (kWh_{Hr} \times PCA\ Rate)$$
$$FCC\,\$ = Base\ Bill \times FCC\,\%$$
$$ECC\,\$ = Base\ Bill \times ECC\,\%$$

2. Definitions:

$Bill_{Mo.}$ = Customer's bill for service under this tariff in a specific month
TBD KW **= transmission incremental demand**
Transmission Rate **= See provision for Transmission Capacity Cost**
RBD KW **= reserve incremental demand x 1.15**
Reserve Rate **= See provision for Reserve Capacity Cost**
$\sum$ = Sum over all hours of the monthly billing period
kWh_{Hr} = Customer's kWh usage in the specific hour
$Price_{Hr}$ = MEAG Power's Posted Hourly Market Price in $/kWh
PCA Rate= Current month PCA rate ($/kWh)
FCC Rate= Current month FCC rate (in %)
ECC Rate= Current month ECC rate (in %)
Margin Rate = $0.005/kWh
Tax $ **= Applicable state and local Sales tax(es) will apply to all components of the rate**

(e) ***Transmission Capacity Cost:***

1. **Transmission capacity cost (in $/kW-month) is based on the annually budget transmission rate by MEAG multiplied by Transmission Billing Demand occurring in the applicable billing month.**

(f) ***Reserve Capacity Cost:***

1. **Reserve capacity cost (in $/kW-month) is a rate that is determined by MEAG multiplied by Reserve Billing Demand. For Customers without 12-month measured demand history, reserve billing demand is the monthly peak demand until a full 12-month history is established.**

(g) ***Pricing Transparency:***

1. **Customer shall receive an Excel bill from CES which shall illustrate exactly how the bill was computed for the particular billing month.**

(f) ***Late Payments:***

1. **If payment is not received by the due date printed on the bill, services are subject to late charges, service disconnect and reconnect fees and interruption of services**

(g) ***Mandatory Riders:***

1. **The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Future Construction Charge Rider, Environmental Compliance Charge Rider, and Power Cost Adjustment Rider.**

Section 24-267-270 Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: _______________________________
MEREDITH ULMER, CITY CLERK

G. Contracts/Agreements

1. Electrical Interconnection Agreement – 18 Hepworth Lane

Mr. Hampton the Electric Department is requesting authorization for the Mayor to sign a standard Electrical Interconnection and Power Exchange Agreement for a new solar installation at 18 Hepworth Lane. This standard agreement is what our customers must sign if they have any type of generation that could have an effect on the quality, operation or safety of our electrical distribution system. The homeowner has submitted two signed and notarized copies which are ready for the Mayor and City Clerk to sign.

A motion to approve Electrical Interconnection Agreement – 18 Hepworth Lane was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Williams/Transco Field Assessment

Michael Hill, Gas Department Head stated a field assessment for the Transco/Williams Expansion is required prior to the site completion. Tupelo Ecological Aspects, Inc. of Rome has bid this at $1,250.00. TEA has completed numerous assessments for the City and I recommend approval of TEA to perform this assessment.

A motion to approve Williams/Transco Field Assessment was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

H. Other

1. Monroe County Taxes

Mr. Hill stated the attached bill in the amount of $5,619.16 is for our gas in storage in Monroe County. I recommend Council approval of this item.

A motion to approve Monroe County Taxes was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

I. Bid Award/Purchases

1. Hicks Park – Joe Frank Harris Field Renovation

Greg Anderson, Parks and Recreation Department Head stated as discussed in December, there was a meeting with the 2019 Cartersville Little League (CLL) president regarding their park/field priorities. Since their other needs are being addressed, the fields and fencing are the remaining priorities.

The Joe Frank Harris Field has been identified by CLL to undergo infield and drainage improvements, as well as fencing repair and/or replacement. CLL has received the attached quote from Athletic Fields, Inc. for removal of existing turf grass, laser-grade infield and surrounding areas, reset mound/plate/bases, and resod. All work is to be completed prior to the 2019 season.

Mr. Anderson recommended that CPRD pay a not-to-exceed amount of $8,280.00 to Cartersville Little League at the time when the Joe Frank Harris Field infield/drainage project is completed. This will be paid from the remaining GO Bonds funds.

Remaining GO Bonds: $77,282.19 (as of 12-06-2018). -12,300.00 Dellinger Trail (border/spikes) estimated cost. -$8,280.00 JF Harris Field – Infield and drainage renovation $56,702.19. Estimated remaining GO Bond funds.

A motion to approve Hicks Park – Joe Frank Harris Field Renovation was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

2. Vehicle Purchases

Tom Rhinehart, Finance Department Head stated vehicle bids were posted on the City's website and the State procurement website for 11 vehicles. A total of six vendors responded. The garage reviewed the returned bids and made recommendations for the purchases based on the best fit for the City, the low quote was not always chosen. The following are the garages recommendations:

1) Water Dept - Gerald Jones Ford would be prudent to purchase the trucks from Prater Ford located in Calhoun.

2) Parks & Recreation - Low bid for SUV was Peach State Ford. Gerald Jones was the only vendor to meet specs on the 3/4-ton truck. Prater Ford bid gasoline engine and specs called

for diesel engine.

3) Gas Dept - Low bid on medium crew cab truck was Wade Ford. However, the City has had issues with Wade Ford performing warranty work. Half ton truck low bid was Prater Ford. Half ton crew cab truck low bid was Prater Ford. Prater Ford was the only vendor to meet specs on crew cab truck. Gas Dept recommends all three vehicles be purchased from Prater Ford as they know that any warranty work will be promptly corrected by Prater Ford.

4) Electric Dept - Only vendor to meet specs was Prater Ford as all others bid on lesser truck and did not include the inverter that was in specs.

5) Solid Waste - Peach State was the low bidder and meet specs of truck and bed.

6) Public Works - Hardy Ford was low bidder and meets specs.
7) Fiber - Peach State Ford was the only vendor that bid on SUV as they still have not sold all of their fleet allotment of this type of vehicle.

In summary, six vehicles are recommended for purchase from Prater Ford totaling $207,157.62; three vehicles recommended for purchase from Peach State Ford (Cedartown) totaling $91,407.13; one vehicle recommended for purchase from Hardy Ford (Dallas) totaling $22,401; and one vehicle is recommended for purchase from Gerald Jones Ford (Augusta) totaling $37,719.60. The total purchase price for all vehicles is $358,685.35.

A motion to approve the purchase of all vehicles, with the Parks and Recreation, Gas, Solid Waste, Public Works and Fiber vehicles being purchased through lease pool, was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

Mayor Santini recused himself from the following item and Mayor Pro Tem Cooley administered the next item.

3. NCI Conduit Installation

Dan Porta, Assistant City Manager stated the Fiber Department contracted with NCI, Inc. to install conduit from Liberty Square to Tellus Drive for new service to Tellus Museum. As NCI was boring on Highway 411, they encountered some rock, which added an additional cost of $4,200 to the installation of conduit. Also, NCI was contracted to install conduit on Tellus (Reicon) property for this company and they (Reicon) will reimburse the City for this additional expense of $2,025. Additionally, NCI was contracted to splice and test 60 count of fiber at a cost of $1,997. The total for this additional work was $8,222 and is recommended for your approval.

A motion to approve NCI Conduit Installation was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Mayor Santini continued presiding over the meeting.

4. HP Network Switches

Mr. Porta stated the Fiber Department needs to purchase some HP Network Switches in order to provide redundant network connection for the new countywide radio system. The cost of the switches is $12,138.30, which will be reimbursed by the Bartow County 2014 SPLOST Funds and is recommended for your approval.

A motion to approve HP Network Switches was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

5. Nixon Network Switches

Mr. Porta stated City staff received a proposal from Nixon Power for two automatic transfer switches for the new Gas Department facility and the Fuel Station, both of which will have backup generators. The cost for the two automatic transfer switches is $9,630 and is recommended for your approval.

A motion to approve Nixon Network Switches was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

6. Telenet Systems Work on Gas Department Facility

Mr. Porta stated over the past seven months, City staff has taken bids on various work for the new Gas Department buildings, Storage Facility and Fuel Station. Bids were taken for the installation of data cables, cable trays, access control, cameras, TV installation and conduit for cable TV. A breakdown of each bid is as follows: Cable Tray throughout buildings $9,822.23; Installation of Cable TV conduit $7,133.59; Vicon Cameras $16,743.07; Access Control $52,127.96; Data & TV Drops $31,710.21; Televisions $9,016.65; Total $126,553.71. Approval of this work is recommended.

A motion to approve Telenet Systems Work on Gas Department Facility was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

7. Cancer Renewal Policy

Mr. Porta stated as required under State law, the City must maintain cancer insurance coverage for Fire Department personnel. The cancer renewal policy for 2019 is $14,688 and is recommended for your approval.

A motion to approve Cancer Renewal Policy was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Matthew Gambill, State House Representative Elect came forward to introduce himself and make himself available.

After announcements a motion to adjourn the meeting was made by Council Member Roth and needing no second. Motion carried unanimously. Vote: 5-0.

Meeting Adjourned

/s/ ___________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Meredith Ulmer
City Clerk

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Awards Memo

SubCategory:	Commendation/Recognition
Department Name:	Police
Department Summary Recomendation:	This memorandum is submitted to highlight and recognize the outstanding service of several members of the Cartersville Police Department.
City Manager's Remarks:	There is no action needed by Council. This is a chance to publicly recognize several officers in the Police Department for their outstanding service.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville
POLICE DEPARTMENT

Memorandum

To : Chief Frank L. McCann
From : Deputy Chief Kevin Cloninger
Date : January 10, 2019
Ref : Outstanding Service Awards

This memorandum is submitted to highlight the outstanding service of several members of the Cartersville Police Department, and to announce the presentation the following awards:

Life Saving Award:

Sgt. Adam Belcher
Sgt. Greg Sparacio
Investigator Patrick Hooton

Details: On May 23, 2016, investigators responded to a residence on Skyview Circle (Cartersville, GA) in reference to a possible drowning. It should be noted that the officers, as investigators were not dispatched to this call, but they immediately responded because of their close proximity. These investigators arrived prior to the responding Patrol unit, Fire / Rescue and Emergency Medical Personnel. The investigators found the victim unconscious and lifeless. The three officers immediately initiated CPR and continued until EMT's arrived. Upon arrival, the EMT's took over and transported the victim to the hospital, where she was ultimately airlifted to Scottish Rite Children's Hospital. Without question, the actions of these officers saved the life of this 17 year old girl.

Life Saving Award:

Cpl. Justin Lusian

Details: On July 17, 2018, Cpl. Lusian, who was off-duty and traveling in his personal vehicle, when he witnessed a serious accident with injuries and entrapments at the intersection of Jones Road and GA Hwy 293 in Floyd County, Georgia. Even though Cpl. Lusian was off-duty and in his personal vehicle, he stopped to render aid to the victims of the crash. Cpl. Lusian noted that the vehicle was on fire and the victims were trapped inside. Cpl. Lusian pulled the victims from the burning vehicle and moved them to safety. By the time Floyd County Police arrived, the vehicle was fully engulfed in flames. Cpl. Lusian remained on-scene to assist, even after the arrival of Fire and Floyd County Police personnel. As a result, all passengers in the accident survived and the Floyd County Police Department sent their gratitude and a letter of Commendation for the life-saving efforts of Cpl. Lusian.

Life Saving Award:

Lt. Rich Hawley

Details: On December 19, 2018, officers responded to a residence on Ridgeview Drive (Cartersville, GA) in reference to suicide threat. Officers were met by family members, who explained that an elderly woman was armed with a gun and was threatening suicide in a back bedroom of the residence. Lt. Hawley, who was the on-scene Supervisor, equipped himself with a ballistic shield and initiated negotiations with the distraught woman. Even though Lt. Hawley observed that the woman was armed, he opted to engage the woman in verbal negotiations, rather than immediately resort to deadly force. The negotiations continued until the woman eventually raised the weapon clearly into the officers' view. At this point, Lt. Hawley noticed that the cylinder of the revolver was open (which meant the gun could not fire until the cylinder was closed). Without hesitation, Lt. Hawley seized the opportunity and was able to disarm the woman, with a minimal amount of force. Every officer present agreed that Lt. Hawley's actions not only protected the lives of the responding officers, but more importantly, he saved the life of the elderly woman in distress.

Additionally, the Cartersville Police Department would like to recognize the following:

Officer of the Year:
P.O. Destin Herron

Supervisor of the Year:
Sgt. Adam Belcher

Employee of the Year:
Kelly Woodard

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
State Fire Marshal Letter Authorization

SubCategory:	Commendation/Recognition
Department Name:	Fire
Department Summary Recomendation:	Respectfully request authorization for the Mayor to sign a letter to the Georgia State Fire Marshal. This letter verifies the request of our City to have our Fire Marshal Staff deputized for fire scene investigations. This is an annual process that will occur the first Tuesday in February at the State Capitol during Firefighter Recognition Day. Our staff has been deputized each year since 2009. This letter is a result of a change in procedure in 2018. Your positive consideration is appreciated.
City Manager's Remarks:	Your authorization for the Mayor to sign the letter is recommended.
Financial/Budget Certification:	No Cost or Budgetary Impact
Legal:	This is the same letter approved by legal in 2018.
Associated Information:	N/A

OFFICE OF
INSURANCE AND SAFETY FIRE COMMISSIONER

RALPH T. HUDGENS
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER
INDUSTRIAL LOAN COMMISSIONER

SEVENTH FLOOR, WEST TOWER
FLOYD BUILDING
2 MARTIN LUTHER KING, JR. DRIVE
ATLANTA, GEORGIA 30334
(404) 656-2056
www.oci.ga.gov

December 6, 2018

Re: 2019 Local Fire Marshal Program

To Whom It May Concern:

All applicants for the local fire marshal program requesting to be deputized for the 2019 calendar year must submit the attached applications along with a current letter from the local governing authority (i.e. mayor, city manager, etc.) which requests that they be deputized. This letter of request shall specify the area of jurisdiction you will be responsible for (municipality and/or county) and the duties they are requesting you be deputized to conduct. There are three duties you may be deputized for which include conducting inspections on existing buildings, reviewing plans and conducting inspections for new construction and/or conducting fire scene investigations. The local governing authority must have an enforcement mechanism in place to ensure the correction of any deficiencies that may be found.

Program participants shall be familiar with all State Fire Laws, the Rules and Regulations of the Safety Fire Commissioner and the National Fire Codes, especially NFPA 101. Copies of completed training courses must be provided. In addition, all participants are required to submit copies of their Fire Inspector and/or Fire Investigator State Certification issued by Georgia Firefighters Standards and Training and all applicable P.O.S.T. certificates. A letter from the applicant's training officer must accompany this request to indicate that all training and certifications are current. A review of all applicant training records will be conducted before they are approved for deputization. Upon approval, the applicants must submit a current photo (preferably in an electronic format to **krichter@sfm.ga.gov** and perform an "Oath of Office."

Sincerely,

M. Dwayne Garriss
State Fire Marshal

MDG/kr

01/17/2019

To: Whom it May Concern

From: Honorable Mayor Matt Santini

City of Cartersville

Re: Deputation of Cartersville Fire Investigators

Please allow this letter to serve as a formal request for Cartersville Fire Marshal Mark Hathaway, Capt. Eric Williams and Lt. Jason Amerson to be deputized as fire scene investigators. Through effective partnerships with Cartersville Police Department we will have the ability of enforcement.

Our staff is familiar with all State Fire Laws, rules and Regulations of the Safety Fire Commissioner, National Fire Codes and applicable NFPA standards. Our investigators are certified to conduct investigations Georgia Firefighter and Standards and Training Council along with applicable P.O.S.T certificates.

Sincerely,

Matt Santini, Mayor

City Of Cartersville

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Extra Large Power Incremental Growth Rider

SubCategory:	Second Reading of Ordinances
Department Name:	Electric
Department Summary Recomendation:	This new rider is an incentive for our existing largest industrial customers on the City's 'XLP' rate that continue to expand their facilities and, thus, their electrical consumption. This would allow the customer to pay a reduced cost based on wholesale market pricing with a minimal margin and standard riders and taxes. This incentive has a 5-yr duration, after which, the customer would resort back to paying in accordance with their applicable standard rate.
City Manager's Remarks:	This is a new rider for our largest industrial customers to offer them an incentive rate with a 5-year duration. This is an additional rate option for the City's largest electric users to be incentivized for adding additional load. Your approval of this growth rider is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. DIVISION 3. RESERVED is hereby amended by deleting said Division in its entirety and replacing them with the following:

1.

DIVISION 3. EXTRA LARGE POWER INCREMENTAL GROWTH RIDER.

Sec. 24-266. Extra Large Power Incremental Growth Rider.

(a) *Effective Date:* Bills rendered for the month of January 2019.

(b) *Applicability*:

To all Extra Large Power customers of CES receiving services as of July, 2018. This rider applies to incremental (increased) consumption and demands which are defined as:

1. Baseline: the historical interval data from 12 months prior to the start date of expansion.
2. Incremental Consumption: the difference between customer's consumption from current billing month and baseline consumption from the corresponding month.
3. Incremental Demands:
    a. Transmission incremental demand: the difference between customer's demand on the date and time of MEAG's system peak from the current billing month and baseline demand from corresponding month and time.
    b. Reserve incremental demand: the difference between customer's peak demand from current billing month and the baseline's peak demand in the corresponding month.
4. On a monthly basis, Incremental consumption must exceed baseline consumption by 5% in order for the incremental consumption and incremental demands to be billed at the monthly rate below.
5. This rider will be effective for five (5) years from the start date of expansion.

(c) *Type of Service*:

1. Single or three-phase, sixty (60) hertz, at a standard voltage.

(d) *Monthly Rate:*

1. The monthly bill is calculated using the following formula.

$$Bill_{Mo.} = (Base\ Bill\ \$ + Margin\ \$ + PCA\ \$ + FCC\ \$ + ECC\ \$) + Tax\ \$$$

Whereas: $Base\ Bill\ \$ = Cost_{ENERGY} + Cost_{TRANS} + Cost_{RES}$

$$Cost_{TRANS} = TBD\ KW \times Transmission\ Rate$$

$$Cost_{RES} = RBD\ KW \times Reserve\ Rate$$

$$Cost_{ENERGY} = \sum (kWh_{Hr} \times Market\ Price_{Hr})$$

$$Margin\ \$ = \sum (kWh_{Hr} \times Margin\ Rate)$$

$$PCA\ \$ = \sum (kWh_{Hr} \times PCA\ Rate)$$

$$FCC\ \$ = Base\ Bill \times FCC\ \%$$

$$ECC\ \$ = Base\ Bill \times ECC\ \%$$

2. Definitions:

$Bill_{Mo.}$ = Customer's bill for service under this tariff in a specific month

TBD KW = transmission incremental demand

Transmission Rate = See provision for Transmission Capacity Cost

RBD KW = reserve incremental demand x 1.15

Reserve Rate = See provision for Reserve Capacity Cost

$\sum$ = Sum over all hours of the monthly billing period

kWh_{Hr} = Customer's kWh usage in the specific hour

$Price_{Hr}$ = MEAG Power's Posted Hourly Market Price in \$/kWh

PCA Rate = Current month PCA rate ($/kWh)

FCC Rate = Current month FCC rate (in %)

ECC Rate = Current month ECC rate (in %)

Margin Rate = $0.005/kWh

Tax $ = Applicable state and local Sales tax(es) will apply to all components of the rate

(e) *Transmission Capacity Cost:*

1. Transmission capacity cost (in $/kW-month) is based on the annually budget transmission rate by MEAG multiplied by Transmission Billing Demand occurring in the applicable billing month.

(f) *Reserve Capacity Cost:*

1. Reserve capacity cost (in $/kW-month) is a rate that is determined by MEAG multiplied by Reserve Billing Demand. For Customers without 12-month measured demand history, reserve billing demand is the monthly peak demand until a full 12-month history is established.

(g) *Pricing Transparency:*

1. Customer shall receive an Excel bill from CES which shall illustrate exactly how the bill was computed for the particular billing month.

(f) *Late Payments:*

1. If payment is not received by the due date printed on the bill, services are subject to late charges, service disconnect and reconnect fees and interruption of services

(g) *Mandatory Riders:*

1. The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Future Construction Charge Rider, Environmental Compliance Charge Rider, and Power Cost Adjustment Rider.

Section 24-267-270 Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________
MEREDITH ULMER, CITY CLERK

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Grant Acceptance / Firehouse Subs

SubCategory:	Grant Application/Acceptance
Department Name:	Fire
Department Summary Recomendation:	Respectfully requesting approval to accept a grant of equipment valued at $15,232.72. This equipment will be purchased by and received from the Firehouse Subs Public Safety Foundation. This equipment will be used to help with swift water issues primarily on the Etowah River. The equipment that will be purchased by The Firehouse Foundation will include Personal Flotation Devices, Rescue Bags, Helmets and Rescue Boats. We currently have approximately 7 miles of the river within our jurisdiction of response. There has been a marked increase of recreational usage on the Etowah since 2014. There were at least four incidents on the river in 2018 where rescues had to be made. This grant will allow us to be better prepared for future emergencies. There is no match required on the City's part, simply acceptance of the equipment. This is the second time that our City has been granted equipment through this foundation. The local Owner and Manager, Mr. Darryl Harris and his Firehouse Sub team, are very strong supporters of public safety in our community. We would like to publicly thank them for making a positive impact in our community.
City Manager's Remarks:	This is a grant from Firehouse Subs for equipment that will be purchased by Firehouse Subs Public Safety Foundation. The equipment will be used by Carterville Fire for swift water rescue on the Etowah River. Your approval of this grant is recommended.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

Subject: APPROVED: Firehouse Subs Public Safety Foundation Grant

Dear Valerie,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **Cartersville Fire Department** the requested **Two Oceanid Swift Water Rescue Boats, 23 Helmets, Rescue Bags and PFDs** valued at up to **$15,232.72**.

Please read carefully and print this email for ongoing instructions of the procurement/purchasing process. **Failure to follow these instructions will jeopardize your grant award.**

PROCUREMENT NOTES

The fulfillment of your grant award will be executed by one of the processes below, to be determined by our Foundation:

1) Our Foundation team will purchase directly based on your submitted quote
   - **a.** The vendor will ship the equipment directly to your organization
   - **b.** PROOF OF DELIVERY REQUIRED: upon delivery, you will need to send a signed and dated copy of the packing slip to our Foundation via email (procurementfoundation@firehousesubs.com) or fax (904)886-2111 (Please note: our accounting department requires this documentation prior to paying invoices)

OR…

2) Our Foundation team will draft a Memo of Understanding (MOU) for both parties to sign. Once signed and returned, the Foundation will send your organization a check directly
   - **a.** PROOF OF DELIVERY/PAYMENT REQUIRED: Once you purchase the granted items, you will be required to send us all invoice copies, proof of payment and signed and dated packing slips via email (procurementfoundation@firehousesubs.com) or fax (904)886-2111 (Please note: this documentation is required for auditing purposes)

NOTE: Our Foundation will determine which fulfillment option will be used. Our Foundation will be contacting you within eight weeks to begin the procurement/fulfillment process. If you do not hear from our team by Monday, March 4, 2019, you may email procurementfoundation@firehousesubs.com. We appreciate your patience.

PUBLIC RELATIONS NOTES

Initial PR announcements:

- Any immediate media announcements from your organization regarding the grant award are optional. If you choose to draft a press release, please send it to FirehouseSubs@Zimmerman.com cc Foundation@firehousesubs.com for approval.

Once your equipment is received:

- A Firehouse Subs or Foundation representative may be in touch if planning a future event in your area.

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation before being displayed.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

Oceanid™

WATER RESCUE CRAFT

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Douthit Ferry Road Temporary Licensing Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	When the City purchased the 25+/- acres on Douthit Ferry Road for the Water & Sewer Department, Smith Douglas Homes (SDC Gwinnett, LLC) had an agreement to remove dirt from this site from the previous land owner. This temporary agreement expired on December 31, 2018 and City staff has met with Smith Douglas Homes regarding this project and approves of this company continuing their work subject to the limitations in the attached agreement.
City Manager's Remarks:	This agreement has been prepared and approved by Keith Lovell. Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") made this ____ day of _________________, 2019, by and between **CITY OF CARTERSVILLE, GEORGIA** (hereinafter referred to as "Licensor"), and **SDC GWINNETT, LLC** (hereinafter referred to as "Licensee").

WHEREAS, Licensor owns a tract of real property located in Land Lot 705 of the 4th District, 3rd Section, Bartow County, Georgia, and being 25.2+/- acres, as more particularly shown on that plat of survey recorded in Plat Book 2018, Page 197, Bartow County, Georgia Records, which plat by reference is incorporated herein for a more complete and accurate description ("Subject Property"); and

Item # 6

WHEREAS, Licensee desires to sell dirt from an existing borrow pit located on the Subject Property and more particularly shown on the above referenced Plat attached as Exhibits "A" and "B" until December 31, 2019, subject to the terms set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars ($10.00), the sufficiency of which is hereby acknowledged, Licensor hereby grants a Temporary License to Licensee upon the terms and conditions contained herein.

1.

Grant of License

The Licensor hereby grants a Temporary License, until December 31, 2019, to the Licensee to use the borrow pit located on the Subject Property, said borrow pit being more particularly shown on Exhibits "A" and "B" attached hereto and incorporated herein, for the sole and limited purpose of extracting dirt therefrom; provided however, Licensee hereby agrees that any extraction/cut by Licensee during the term of this Agreement shall not be below a floor elevation of 735 feet Mean Sea Level, and in the event Licensee violates the foregoing floor elevation, this Temporary License shall be immediately terminated and Licensee shall be liable for any and all damages of the Licensor as a result of such violation.

2.

Term of License

This Temporary License Agreement shall run from the date of execution until December 31, 2019, unless sooner terminated as a result of Licensee breach of the terms set forth herein. Any and all rights of the Licensee under this Temporary License shall cease and desist any and all claims and rights under this Temporary License upon the termination thereof. Any modification of this Temporary License shall be made only upon the execution of a written modification agreement.

3.

Damage to Subject Property

In the event Licensee, Licensee's employees, sub-contractors, guests, invitees or the like, damage the Subject Property, this Temporary License shall immediately terminate. In addition, Licensee shall be liable for any and all damage Licensee, Licensee's employees, contractors, sub-contractors, guests, invitees or the like, cause to the Licensor or the Subject Property. For purposes of this Agreement, "damage" or damages" shall mean compensation in money for a loss or injury to the Licensor or Licensor's property, including the Subject Property. Licensor shall include Licensor's successors and assigns, employees, officers, contractors, invitees, and the like and the Licensee's removal of dirt from the Subject Property pursuant to this Agreement, provided Licensee complies with this Agreement, including but not limited to Section 1 herein, and provided the removal of dirt does not cause any other damages.

Item # 6

4.

Permitted Activities

Licensor has granted Licensee the right to remove the dirt/fill as indicated herein in order to allow for the development of the subject property by Licensor. Licensee shall not engage in any activities which are below a floor elevation of 735 feet Mean Sea Level, and shall leave said site in a usable manner that is to be mutually agreed to by the parties hereto.

5.

Understanding of Use of Property

Licensee agrees and understands that a portion of the subject property shall be needed by Licensor for the construction activities related to the building of a wastewater plant. Licensor shall identify said acreage to Licensee and at that time all activities of Licensee in regard to said identified portion of the property shall cease. Additionally, Licensor shall from time to time use fill dirt from the subject property, to the extent possible Licensor shall coordinate said needs with Licensee as to the time and manner of removal of the dirt. Licensee may provide materials and labor to assist in said removal of dirt as is mutually agreed to by the parties hereto.

6.

Indemnity and Hold Harmless

The Licensee hereby agrees to indemnify and hold Licensor harmless from and against any and all liabilities, claims, damages, actions, costs, losses, proceedings, causes of action and expenses of any nature, including, but not limited to, attorney's fees arising from or attributable to or in connection with the use of the Borrow Pit or the Subject Property by the Licensee.

7.

No Interest in Property

This Temporary License is not an interest in the Subject Property. Rather, this is a mere contract granting Licensee permission to use the Borrow Pit or the Subject Property for the limited purpose set forth herein. Moreover, this agreement arises out of mere convenience and it is not necessary for the enjoyment of land owned by the Licensee.

8.

Disclaim Rights to Prescriptive Easement and Adverse Possession

Item # 6

The Licensee hereby disclaims any and all rights or claims to a prescriptive easement or Adverse Possession regarding the Subject Property and Licensee's temporary use thereof.

9.

Licensee's Insurance Requirements

The Licensee shall at all times during the term of this Temporary License maintain the following insurance coverages:

(a) General Commercial Liability Insurance which shall include, but not be limited to, coverage for bodily injury and property damage arising from the Licensee's Temporary License and Licensee's use of the Subject Property with minimum limits of coverage of $2,000,000 per Aggregate and $1,000,000 per occurrence. Said policy shall list Licensor as an additional insured.

(b) Employers' Liability Insurance for any contractor or sub-contractor performing work on behalf of Licensee under this Temporary License (the "contractors"), and Licensee hereby agrees to require such sub-contractor to provide proof of such Employers' Liability Insurance prior to performing work on behalf of the Licensee which shall list Licensee and Licensor as an additional insured.

(c) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile on the Subject Property pursuant to this Temporary License Agreement. Said policy shall provide coverage of not less than $1,000,000 Combined Single Limits for each occurrence and shall list the Licensor as an additional insured.

(d) Workers' Compensation Insurance for Licensee and Licensee's contractors as required under Georgia law. Licensee shall require all contractors to provide proof of such workers' compensation insurance prior to performing work on behalf of Licensee under this Temporary License.

Licensee agrees that any and all policies of insurance required herein shall list Licensor as an additional insured and shall contain a endorsements that require the insurer(s) to give Licensor at least thirty (30) days advance written notice of any cancellation, termination, material change or lapse of insurance. Prior to any cancellation of such policies of insurance, Licensee shall immediately procure replacement insurance coverage so that there is no lapse of coverage and any failure to do so by Licensee shall result in the immediate termination of this License Agreement. Licensee shall provide Licensor a certificate of insurance for the policies set forth above prior to entering upon the Property and exercising any rights under this Temporary License Agreement, and thereafter as necessary to assure that Licensor always has current certificates evidencing the policies required herein

10.

Assignment or Transfer

This Agreement and the revocable license granted herein by Licensor to Licensee may not be assigned or transferred by the Licensee, except that Licensee can assign any or all rights herein to Contractor, its successors and assigns.

11.

Termination

Upon termination, all rights, duties, and obligations of the parties hereto shall forthwith terminate. Licensee shall forthwith remove any and all of his equipment and possessions from the Licensed Property and shall thereafter have no right or any other entitlement to entry upon or possession of the Property. Licensee further agrees that upon termination, Licensee shall repair and/or construct all necessary erosion control measures to secure the borrow pit and the surrounding area once Licensee's excavation activities end, including but not limited to erecting a silt fence, repair of interior roads, if any, minor grassing in such areas, and taking steps to prevent concentrated runoff.

12.

Notices

Any written notice required or allowed by this Agreement to either Licensor or Licensee shall be deemed delivered (whether or not received) when mailed by registered mail deposited, postage prepaid, in a United States general or branch post office, or by certified mail when deposited, postage prepaid, in any United States mailbox, properly addressed to the addresses specified on the first page of this Agreement.

13.

Time is of the Essence; Invalidity; Governing law

Time is of the essence of this Agreement. If any clause or provision of this Agreement or the specifications is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity effective during the Term, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby unless such invalidity is essential to the rights of both parties, in which latter event Licensor has the right to terminate this Agreement by written notice to Licensee. This Agreement shall be construed under, and governed by, the laws of the State of Georgia.

14.

Licensor's Right of Full Control and Dominion Over Subject Property

Item # 6

The Licensor shall retain any and all ownership rights including full control and dominion over the Subject Property.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have affixed their signature this day first written above.

Signed, sealed and delivered in the presence of:

Attest:

Meredith Ulmer, City Clerk/Witness

[SEAL]

Notary Public

[SEAL]

LICENSOR:

Matthew J. Santini, Mayor

Date of Execution: ____________________

Item # 6

Signed, sealed and delivered in the presence of:

Witness

Notary Public

[SEAL]

Jill F Witter
NOTARY PUBLIC
Cherokee County, GEORGIA
My Comm. Expires 09/05/2021

LICENSEE:

Keith B. Adams, Vice President

Date of Execution: 1-7-19

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Matthews Garage Repair Invoices

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	A Gas Department employee was involved in an accident where the other driver was at fault. The estimated repair costs for the City vehicle is $5,848.73 and is to be reimbursed by Progressive Insurance. Since there may be additional costs incurred once the vehicle repair work is started, I am requesting approval up to $7,000 for this vehicle repair. A Fire Department employee was involved in an accident and the repair cost was $5,381.02, with the city's portion being the $1,000 deductible. I recommend approval of this invoice.
City Manager's Remarks:	This is a budgeted item. Your approval of payment of these invoices is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Date: 12/21/2018 04:08 PM
Estimate ID: 2621
Estimate Version: 0
Preliminary
Profile ID: * Matthews Garage, I
Quote ID: 40860539

Matthews Garage, Inc.

18 Pinson Drive, Cartersville, GA 30120
(770) 382-0900
Fax: (770) 382-5522
Email: matthewsgaragebodyshop@gmail.com

Damage Assessed By: Rodney Garrison
Classification: None

Deductible: UNKNOWN

Owner: City of Cartersville Gas Dept

Mitchell Service: 910839

Description: 2011 Ford Pickup F150 XL
Body Style: 2D PkupReg 7' Bed 126" WB
Drive Train: 5.0L Inj 8 Cyl 2WD
VIN: 1FTMF1CF7BFB05270
OEM/ALT: O 58,325
Search Code: B821661
Options: PASSENGER AIRBAG, POWER STEERING, AIR CONDITION, TILT STEERING COLUMN AM/FM STEREO, DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION ANTI-LOCK BRAKE SYS., TRACTION CONTROL, TIRE INFLATION/PRESSURE MONITOR VINYL SEAT, SIDE AIRBAGS, ELECTRONIC STABILITY CONTROL

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	000547	BDY	OVERHAUL	Frt Bumper Assy			3.3 #
2	000408	BDY	REMOVE/REPLACE	Frt Upr Bumper Cover	DL3Z 17D957 C	283.08	INC #
3	000415	BDY	REMOVE/REPLACE	Frt Bumper Support	9L3Z 17C947 A	22.87	INC
4	000419	BDY	REMOVE/REPLACE	Frt Bumper Face Bar	9L3Z 17757 CPTM	499.65	INC #
5	AUTO	REF	REFINISH	Frt Face Bar			C 2.3
6	008160	BDY	REMOVE/REPLACE	Frt Bumper Pad Set	9L3Z 17E810 B	38.43	INC #
7	000423	BDY	REMOVE/REPLACE	Frt Bumper Valance Panel	9L3Z 17626 A	143.41	INC
8	000425	BDY	REMOVE/REPLACE	R Frt Bumper Plate	9L3Z 17B984 A	58.13	INC
9	000427	BDY	REMOVE/REPLACE	R Frt Bumper Mounting Bracket	9L3Z 17C886 A	29.88	INC
10	000431	BDY	REMOVE/REPLACE	R Frt Inr Bumper Mounting Bracket	9L3Z 17754 B	9.43	INC
11	000429	BDY	REMOVE/REPLACE	R Frt Otr Bumper Mounting Bracket	9L3Z 17754 A	10.88	INC
12	000554	BDY	REMOVE/INSTALL	Grille Assy			0.3 #
13	900500	BDY *	ADD'L LABOR OP	add to R/I grille w/strobelamps	Existing		0.4*
14	000553	BDY	REMOVE/INSTALL	L Front Combination Lamp			INC
15	007033	BDY	REMOVE/REPLACE	R Frt Combination Lamp Assembly	DL3Z 13008 A	273.88	INC
16	AUTO	BDY	CHECK/ADJUST	Headlamps			0.4
17	000002	REF	BLEND	Hood Outside			C 1.2
18	005219	BDY	REMOVE/REPLACE	Lwr Cooling Radiator Support (HSS)	BL3Z 16139 B	190.28	4.2 #
19	AUTO	MCH	REMOVE/REPLACE	Evacuate & Recharge A/C -M			1.4
20	AUTO	REF	REFINISH	Lwr Radiator Support			0.8
21	AUTO	MCH	REMOVE/REPLACE	Add To R&R Mechanical Components -M			3.6 #
22	008002	BDY	REMOVE/INSTALL	R Cooling Air Deflector	Existing		0.1 r
23	900500	REF *	ADD'L LABOR OP	cover engine compartment to trim radiator support	Existing		0.3*
24	008003	BDY	REMOVE/INSTALL	L Cooling Air Deflector	Existing		0.1 r
25	008004	BDY	REMOVE/INSTALL	Lwr Cooling Air Deflector	Existing		0.3 r
26	006797	BDY	REMOVE/REPLACE	R Fender Liner	9L3Z 16102 A	66.45	INC
27	004673	BDY	REMOVE/REPLACE	R Fender Splash Shield Clip 4@1.50	* W705589 S	6.00	
28	000400	BDY	REMOVE/INSTALL	R Antenna Base			1.0 #
29	931127	MCH	REMOVE/INSTALL	Pre Repair Scan	Existing		1.0*

ESTIMATE RECALL NUMBER: 12/21/2018 15:30:53 2621
Mitchell Data Version: OEM: OCT_18_V

Software Version: 7.1.232

Item # 7

Date: 12/21/2018 04:08 PM
Estimate ID: 2621
Estimate Version: 0
Preliminary
Profile ID: * Matthews Garage, I
Quote ID: 40860539

30	931128	MCH	REMOVE/INSTALL	Post Repair Scan	Existing			1.0*
31	931104	MCH	ALIGN	Front End Alignment	Sublet	79.95	*	0.0*
32	003477	BDY	REMOVE/REPLACE	R Fender Stone Shield	5L3Z 16G554 AAA	13.33		0.1
33	001064	BDY	REMOVE/REPLACE	R Fender Adhesive Nameplate	9L3Z 16720 B	44.00		0.2
34	005782	FRM	REPAIR	R Frame Bumper Bracket Kit -F	Existing			1.0*#
35	008384	MCH	REMOVE/REPLACE	Steering Gear Assembly -M	EL3Z 3504 AE	1,494.35		3.4
36	900500	MCH*	REMOVE/REPLACE	steering fluid synthetic	New	24.87	*	0.0*
37	001897	BDY	REMOVE/INSTALL	Battery	Existing			0.3 r
38	001277	REF	BLEND	R Frt Door Outside			C	1.0
39	000448	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding				1.0 #
40	000714	BDY	REMOVE/INSTALL	R Frt Rear View Mirror				INC #
41	000204	BDY	REMOVE/INSTALL	R Frt Otr Door Handle				0.3 #
42	900500	BDY *	ADD'L LABOR OP	Decal and adhesive removal	Existing			0.4*
43	900500	BDY *	REMOVE/REPLACE	R frt tire Firestone destination 235/75/17	New	181.25	*	0.0*
44	900500	MCH*	ADD'L LABOR OP	MOUNT & BALANCE TIRE	Sublet	20.00	*	0.0*
45	936010		ADD'L COST	Detail/Cleanup		25.00	*	
46	936016		ADD'L COST	Weld Thru Primer		8.00	*	
47	AUTO	REF	ADD'L OPR	Clear Coat				1.4*
48	933018	REF	ADD'L OPR	Mask For Overspray		5.00	*	0.3*
49	AUTO		ADD'L COST	Paint/Materials		224.00	*	
50	AUTO		ADD'L COST	Shop Materials		20.80	*	
51	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00	*	

* - Judgment Item
# - Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

Estimate Totals

I. Labor Subtotals

	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	12.4	44.00	0.00	0.00	545.60
Refinish	7.3	44.00	5.00	0.00	326.20
Frame	1.0	65.00	0.00	0.00	65.00
Mechanical	10.4	85.00	0.00	99.95	983.95
Non-Taxable Labor					1,920.75
Labor Summary	31.1				1,920.75

II. Part Replacement Summary

			Amount
Taxable Parts			3,390.17
Sales Tax	@	7.000%	237.31
Total Replacement Parts Amount			3,627.48

III. Additional Costs

			Amount
Taxable Costs			252.80
Sales Tax	@	7.000%	17.70
Non-Taxable Costs			30.00
Total Additional Costs			300.50

Paint Material Method: Rates
Init Rate = 32.00 , Init Max Hours = 99.9, Addl Rate = 0.00

IV. Adjustments

	Amount
Customer Responsibility	0.00

ESTIMATE RECALL NUMBER: 12/21/2018 15:30:53 2621
Mitchell Data Version: OEM: OCT_18_V
Software Version: 7.1.232

Item # 7

Date:	12/21/2018 04:08 PM
Estimate ID:	2621
Estimate Version:	0
Preliminary	
Profile ID:	* Matthews Garage, I
Quote ID:	40860539

I.	Total Labor:	1,920.75
II.	Total Replacement Parts:	3,627.48
III.	Total Additional Costs:	300.50
	Gross Total:	5,848.73
IV.	Total Adjustments:	0.00
	Net Total:	5,848.73

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Matthews Garage Inc.
18 Pinson Drive
Cartersville, GA. 30120
Phone: 770-382-0900 Fax: 770-382-0842

INVOICE
46894
Org. Est. # 061104

INVOICE

Date: 01/07/2019

CITY OF CARTERSVILLE FIRE DEPT - FIRE DEPT CITY OF C
PO Box 1390
Cartersville, GA 30120
Home 404-391-4093

2012 Ford - Expedition - 5.4L, V8 (330CI) VIN(5)
Lic # :
Odometer In : 1
VIN # : 1FMJU1G57 **CEF39766**

Part Description / *Number*	Qty	Sale	Ext
HOOD LATCH COVERS *HLC*	1.00	7.32	7.32
FRONT UPPER BUMPER COVER *FUPBC*	1.00	215.00	215.00
FRONT BUMPER RIVET 4 *FBR*	1.00	11.87	11.87
RHINO PUSH BUMPER *RHPU*	1.00	390.72	390.72
FRONT BUMPER FACE BAR *FBFB*	1.00	300.00	300.00
FRONT BUMPER IMPACT BAR *FBIB*	1.00	174.90	174.90
FRONT BUMPER IMPACT ABSORBER *FBIA*	1.00	90.00	90.00
GRILLE *GR*	1.00	261.00	261.00
GRILLE EMBLEM *GE*	1.00	48.33	48.33
GRILLE RIVET *GBR*	4.00	3.00	12.00
GRILLE BRACKET *GB*	1.00	58.00	58.00
ORANGE EXTENDED LIFE COOLANT *OLI*	2.00	18.00	36.00
RF COMBINATION LAMP ASSY *RFCL*	1.00	245.00	245.00
LF COMBINATION LAMP ASSY *LFCL*	1.00	246.00	246.00
R HOOD ADJUSTER *RHD*	1.00	42.68	42.68
HOOD LATCH *HL*	1.00	52.78	52.78
UPPER COOLING RAD SUPPORT *UPCR*	1.00	344.99	344.99
UPPER COOLING AIR DEFLECTOR *UCOD*	1.00	126.72	126.72
COOLING CLIP *CC*	6.00	1.00	6.00
R COOLING AIR DEFLECTOR *RCAD*	1.00	40.40	40.40
L COOLING AIR DEFLECTOR *LCAI*	1.00	5.63	5.63

Labor Description	Hours	Ext
ENVIRONMENTAL FEE		5.00
R&R HOOD LATCH COVER	0.20	8.00
OVERHAUL FRONT BUMPER ASSY	2.90	116.00
ADD W/FOGLAMPS	0.30	12.00
R&R FRT UPPER BUMPER COVER	2.00	80.00
R&R RHINO PUSH BUMPER	2.00	80.00
R&I PUSH BUMPER STROBE LIGHTS	0.50	20.00
REPAIR WHELEN SIREN SPEAKER BRACKET	0.50	20.00
R&R FRT BUMPER IMPACT BAR	0.40	16.00
R&R GRILLE	0.30	12.00
R&R RF COMBINATION LAMP ASSY	0.20	8.00
CK/ADJUST HEADLIGHTS	0.40	16.00
R&R LF COMBINATION LAMP ASSY	0.20	8.00
REPAIR HOOD ALUM	3.00	120.00
REFINISH HOOD OUTSIDE	2.80	112.00
R&R HOOD ADJUSTER R	0.20	8.00
R&R UPPER COOLING RAD SUPPORT	1.50	60.00
R&R R COOLING AIR DELFECTOR	0.30	12.00
R&R HOOD LATCH	0.30	12.00
R&R COOLING FAN ASSY	1.10	44.00
R&R COOLING RADIATOR	2.70	108.00
EVAC AND RECHARGE AC	1.40	119.00
AC REFRIG RECOVERY	0.30	25.50
R&R AC CONDENSOR	1.60	136.00
R&R SEAL	0.10	8.50
R&R CONDENSOR BRACKET	1.00	85.00
R&I BATTERY	0.30	12.00
ADD FOR CLEARCOAT	1.40	56.00
RESTORE CORROSION PROTECTION	0.20	8.00
FINISH SAND AND BUFF	1.40	56.00
MASK FOR OVERSPRAY	0.30	12.00
PRE REPAIR SCAN	0.50	42.50
POST REPAIR SCAN	0.50	42.50

Item # 7

Matthews Garage Inc.
18 Pinson Drive
Cartersville, GA. 30120
Phone: 770-382-0900 Fax: 770-382-0842

INVOICE
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INVOICE

Date: 01/07/2019

CITY OF CARTERSVILLE FIRE DEPT - FIRE DEPT CITY OF C
PO Box 1390
Cartersville, GA 30120
Home 404-391-4093

2012 Ford - Expedition - 5.4L, V8 (330CI) VIN(5)
Lic # :
Odometer In : 1
VIN # : 1FMJU1G57 **CEF39766**

Part Description / *Number*	Qty	Sale	Ext	Labor Description	Hours	Ext
COOLING RADIATOR *CR*	1.00	215.00	215.00			
COOLING FAN ASSY *CFA*	1.00	323.60	323.60			
TRANS OIL COOLER *TOC*	1.00	53.35	53.35			
AC CONDENSOR *ACC*	1.00	201.00	201.00			
SEAL *SL*	1.00	16.95	16.95			
CONDENSOR BRACKET *CD*	1.00	76.90	76.90			
FLEX ADDITIVE *FA*	1.00	8.00	8.00			
FREON & AC OIL *R134AF*	1.00	54.00	54.00			
TRANS FLUID *TF*	2.00	7.24	14.48			
CORROSION PROTECTION *CP*	1.00	5.00	5.00			
MASK *MSK*	1.00	5.00	5.00			
PAINT & MATERIALS *PM*	1.00	198.40	198.40			
SHOP MATERIALS *SM*	1.00	14.00	14.00			

Org. Estimate 5,381.02 Revisions 0.00 Current Estimate 5,381.02

Labor:	**1,475.00**
Parts:	**3,901.02**
Sublet:	**5.00**
SubTotal:	**5,381.02**
Tax:	**0.00**
Total:	**5,381.02**
Bal Due:	**$5,381.02**

[Payments -]

Vehicle Received: 1/7/2019

Customer Number : 5708

Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Our Terms are NET 15 DAYS. I/We understand that any past due charges are subject to a 1 and 1/2 PERCENT monthly service charge added to any unpaid balances until such balances are satisfied. Collection agency fees (15%) plus all court cost, expenses & interest in the event that the account is turned over and collected by a collection agency or attorney.

Signature ____________________ Date ____________________

Item # 7

Visit us on the web : www.matthewsgarage.com Our Email Address: ***tara@matthewsgarage.com***

Service Advisor : Garrison, Tara, Tech : Garrison, Rodney

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Barracuda Message Archiver Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	This quote in the amount of $8,487.60 is for the yearly support renewal for the Barracuda email archive appliance. This holds all emails sent and received by City employees. This is a budgeted item and I recommend approval to pay this invoice.
City Manager's Remarks:	The Barracuda Message Archiver Renewal is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Barracuda

QUOTATION

Quote #: 379174
Prepared By: Jack Barcelona

Date: 2019-01-08
Expires: 2019-02-07

Bill To:

City of Cartersville
Accounts Payable
1 North Erwin St.
Cartersville, GA 30120
United States
(770) 607-6299
sgrier@cityofcartersville.org

Ship To:

City of Cartersville
Steven Grier
1 North Erwin St.
Cartersville, GA 30120
United States
sgrier@cityofcartersville.org

Item #	Item Description	Qty	Unit Price	Price (USD)
BMA650a-e1	Barracuda Message Archiver 650 1 Year EU BAR-MA-597829	1	4,677.20	4,677.20
BMA650a-h1	Barracuda Message Archiver 650 1 Year IR BAR-MA-597829	1	3,810.40	3,810.40

EU = Energize Updates
IR = Instant Replacement
PS = Premium Support

Total: **8,487.60**

We look forward to providing you a powerful and easy to use security solution. If you have any questions please do not hesitate to contact us.

Sincerely,

Jack Barcelona
jbarcelona@barracuda.com
408-342-5400 phone
408-342-1061 fax

- Credit Card payment or Net 30 days with approved credit or credit card guarantee.
- You are responsible for all sales taxes, withholding taxes, value added taxes, import and export taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity of this purchase.
- Services are provided pursuant to Barracuda Networks, Inc. Terms and Conditions located at https://www.barracuda.com/legal/customer-purchase-terms

Item # 8

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Cogsdale Corporation

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	The Electric Department needs to have a new rate prepared which will require assistance from Cogsdale Corporation, our utility software company. The estimated cost for the preparation of the new rate in the utility software is $5,880 and will be paid for by the Electric Department. I recommend approval of this proposal.
City Manager's Remarks:	This is an unbudgeted item but will be paid for by the Electric Department. It is needed so the Electric Department can bill for the new rate. Your approval of the invoice from Cogsdale for the new electric rate preparation is recommended.
Financial/Budget Certification:	This is an unbudgeted item, but needs to be approved to allow the Electric Department to have the ability to bill for this rate.
Legal:	
Associated Information:	

COGSDALE

Quote

Client	City of Cartersville	***Client Contact***	TJ Leffew/Michael Garland
Project Manager		***Prepared By***	Jeffrey Eldridge
Reference Number	QUO-05839	***Case Number***	
Quote Effective Date	December 20, 2018	***Client PO***	
Description	Service Order Printing Development		

Pricing

	Quantity	Rate	Total
Services			
Professional Services	22.5	$ 210.00	$ 4,725.00
Project Management	5.5	$ 210.00	$ 1,155.00
Sub-Total			***$ 5,880.00***
Total			**$ 5,880.00**

Payment Terms

Upon execution of this quote the following payment terms will apply.

Services

- 50% - Due upon signing of this quotation.
- Remaining 50% - Due upon completion or 90-days after quote signing, whichever occurs first.

Maintenance and Support

As a result of signing this quote your annual maintenance and support will increase by $0.00/year. The first payment is due in full on quote signing. We will subsequently prorate the first renewal of this quote to align it with your standard renewal date.

Expenses

Expenses related to the above services (e.g., travel) will be invoiced to the client. Expenses include, but are not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees. A per diem rate of $55.00 for week days and a $110.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); a mileage charge based on the current Internal Revenue Service recommended rate per mile; and all other reasonable expenses incurred in the performance of Cogsdale's duties including courier services and documentation copying or production. In addition to said expenses, a travel cost of $75/hr will be incurred based on flight duration between airports (not including stopovers) to compensate for consultant downtime during flights. These costs are excluded from the total consulting fees amount.

Notes

- This quote is valid for 30 days from the quote effective date. Failure to sign this quote within this time period may result in changes to timelines, estimates and consultant availability.
- This quote is a high level estimate based on the current information available. If a scope change occurs Cogsdale will work with the client to come to a mutually acceptable adjustment to the original quote.
- Cogsdale will consider alternative meeting options such as; LiveMeeting, Remote Desktop and conference calls in an effort to reduce travel costs and expenses.
- Charges may be incurred if scheduled work is cancelled within 10 days of scheduled services.
- Clients must be current with their annual Maintenance and Support Contract during the life of the project.

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this quote.

Authorized by Client:	***Authorized by Cogsdale:***
Date:	***Jeffrey Eldridge*** ***December 20, 2018***

Client Description

City of Cartersville is seeking assistance from Cogsdale Professional Services in setting up new rates for Solar connections.

Statement of Work

Cogsdale will assist in the creation of 21 new rates to bill for a customer's distributed generation facility. The number of rates is required to accommodate all combinations of Monthly Metering Changes and Monthly Capacity Cost as shown below. Cogsdale will assist in testing each individual rate to verify that the correct calculations are achieved during billing.

MONTHLY METERING CHARGE:

Bi-Directional Metering Charge $2.50 per month

OR

Single Directional

Single-Phase	$4.50 per month
Poly-phase	$11.00 per month

MONTHLY CAPACITY COST:

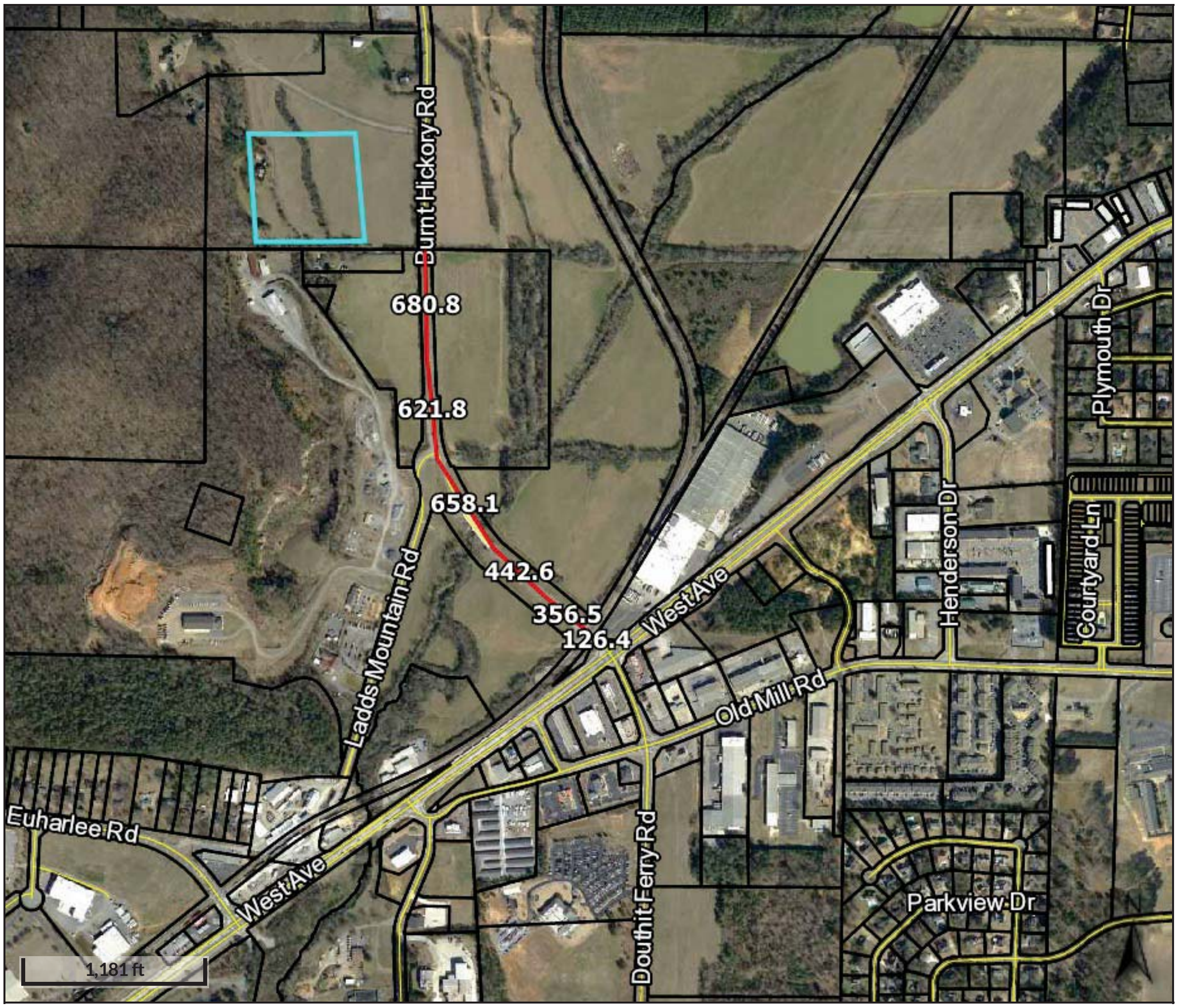
Residential	$8.02 per kW per month
Commercial Non-Demand	$11.13 per kW per month
Small Power	$13.44 per kW per month
Medium Power	$13.59 per kW per month
Large Power	$14.29 per kW per month
Extra Large Power	$15.53 per kW per month
Medium Economic Development	$17.51 per kW per month

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Burnt Hickory Road Paving

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recomendation:	This item is to purchase the materials needed for the County Road Department to pave Burnt Hickory Road from West Ave to the pavement joint near 1258 Burnt Hickory Road. The total shall be a not to exceed amount of $40,000.00. This item will be funded from the 2014 SPLOST Road Maintenance item. We recommend your approval of this item.
City Manager's Remarks:	Your approval of the Burnt Hickory Road Paving for a not to exceed amount of $40,000 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

qPublic.net™ Bartow County, GA



Overview

Legend

- Parcels
- Roads
- City Labels

Parcel ID	C099-0001-007	**Alternate ID**	45122	**Owner Address**	JACKSON CHERYL B
Sec/Twp/Rng	n/a	**Class**	Consv Use		JACKSON DONALD F
Property Address	1258 BURNT HICKORY RD	**Acreage**	10		478 MISSION ROAD
	Cartersville				CARTERSVILLE GA 30120

District Cartersville

Brief Tax Description LL519 D 4 3RD SEC.

(Note: Not to be used on legal documents)

Date created: 1/9/2019
Last Data Uploaded: 1/8/2019 9:18:30 PM

Developed by Schneider GEOSPATIAL

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Dumpster Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recomendation:	Bids were solicited through proper channels for 5 each - 2 cubic yard dumpsters, 6 each - 8 cubic yard dumpsters, and 16 each - 8 cubic yard slant top dumpsters. We recommend the best bid from BWE for $23,511.00. BWE is approximately $1000 higher than the low bidder, but has faster delivery time and an extra interior coat which we feel is a superior product and worth the cost. This a budgeted item and your approval is recommended.
City Manager's Remarks:	This is a budgeted item for public works. Your approval of the dumpster purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

FRONT LOAD REFUSE CONTAINERS
BID TAB

	2 yd	8 yd Standard	8 yd Slant	Shipping	Bid Total	Delivery
Wastequip	$447.00	$939.00	$918.00	Included	$22,557.00	45-60 days
BWE	$461.00	$898.00	$900.00	$1,418.00	$23,511.00	4 weeks
Technology Intl.	$661.20	$1,346.05	$1,160.20	Included	$29,945.50	14 weeks

Quantities: 2 yd (5), 8 yd Standard (6), 8 yd Slant (16)

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Compact Excavator Bid 18-011

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	Bids were properly advertised for a compact excavator for the Parks and Recreation Department. Eleven bids were received and are listed on the attached bid tally sheet. I recommend the low bid from Rhinehart Equipment Company in Rome, GA, which meets all bid specifications. The recommended bid purchase amount is $50,173.01, which includes Bobcat E35-33HP ($44,765.88) with individual attachments, 18" digging bucket ($639.56), 36" grading bucket ($662.87) and 30" flail mower ($5,714.70). This is a budgeted item.
City Manager's Remarks:	The excavator purchase from Rhinehart Equipment is recommended for approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Page 6
Bid 18-011
Compact Excavator
Proposal Form -1

City of Cartersville

Parks & Recreation Department

Contact: Greg Anderson - 770-607-6173

Bid - #18-011 Compact Excavator
Model Year: 2018 or 2019 **Quantity: 1**

The new equipment offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the **"Meets or Exceeds Specifications"** column if bid specifications are met andcan provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Parks Dept. - Compact Excavator	Meets Specifications		COMMENTS
	YES	NO	
General	✓		Floyd County
Excavator	✓		2019 Bobcat E35
Hydraulic System	✓		16.9 gpm
Auxiliary Hydraulics	✓		add 2nd auxiliary
Excavator Specifications, weights, reach, lift, force, heights	✓		7699, 17'2", 3232, 4859, 6968, 11ft
Engine - Drive Train	✓		33 hp
Electrical - Lighting	✓		12 volt
Operator Station	✓		cab, heat/ac, deluxe panel
Hydraulic Quick Disconnect-Connect	✓		
Hydraulic Dozer Blade, included in unit price			
Hydraulic Removable-Thumb, included in unit price	✓		
Unit Bid Price:	$44,765.88 (including warranty)		
Manufacturer:	Bobcat		
Year/Model #	2019 E35 (33hp)		

Page 7
Bid 18-011
Compact Excavator
Proposal Form – 2

Anticipated number of weeks until delivery (after Purchase Order Issued): 4-6 weeks

Alternate Individual Accessory Bid			
Dozer Blade with floating and tilting application			Bid Price: 1860.72
18"- Digging Bucket w/ Teeth (bid as alternate)			Bid Price: 639.56
Minimum 36" - Smooth-Grading Bucket, bid as alternate			Bid Price: 662.87
Minimum 30"-Frail Mower, bid as alternate			Bid Price 5714.70

List additional options or other pertinent information.

For Excavator:

*includes Deluxe Instrument Panel *, includes side mirrors (installed)

For Accessories:

*price includes installing case drain-necessary to operate flail mower

Bidder: Rhinehart Equipment Company

Bidder Address: 3556 Martha Berry Hwy Rome, GA 30165

Representative Signature: Derek Forrister

Representative Name (Print) Derek Forrister

Contact: Phone 678-800-8501 Email: Derek@rhinehartequipment.com

Quotation

Rhinehart Equipment Company
P. O. Box 1701 3556 Martha Berry Hwy N.W
Rome, Georgia 30165
706-232-8952 . 1-800-489-3305 - Fax 706-232-1531
www.rhinehartequipment.com

bobcat Kubota

DATE 1/8/19
PRICES GOOD FOR 90 DAYS
TERMS Net 30
SALES ASSOCIATE
Derek Forrister

NAME City of Cartersville
D/B/A Parks and Rec Department
ADDRESS 100 Pine Grove Rd
CITY/STATE/ZIP Cartersville, GA, 30120
CO. Bartow PHONE (770) 607-6173

We are pleased to quote as follows:

QTY.	STOCK #	DESCRIPTION	UNIT PRICE	EXTENSION
1		New 2019 Bobcat E35 33hp compact excavator		$ 43,155.88
		Excavator specs (A20 cab package: Enclosed cab with HVAC and cloth suspension seat), Hydraulic X-change, 2nd auxiliary hydraulics,		
		Hydraulic clamp, Travel motion alarm, US Telematics		
		3 yr/3000 hr FULL warranty		$ 1,610.00
1		New Bobcat Class 3 18" Tooth bucket		$ 639.56
1		New Bobcat Class 3 36" Grading bucket		$ 662.87
1		New Bobcat 30" Flail mower, including case drain installation		$ 5,714.70
		Sales Tax if Applicable + Subtotal Rate 0%	$ 0.00	$ 51,783.01
		Doc Fee		$ 51,783.01

Sales/Use taxes, if applicable, are the responsability of the customer

AUTHORIZED SIGNATURE

SF. V1.Rev4

December 7, 2018

Request for Bid Proposals

Bid 18-011
Compact Excavator

To: All Construction Equipment Sales

Sealed bid proposals will be received by City of Cartersville Parks and Recreation Department. Bids are due before 2:00 pm on January 8, 2019, at Dellinger Park main office, located at 100 Pine Grove Road, Cartersville GA 30120. Bids received after 2:00pm will not be considered. Bids will be publicly opened and read aloud on

TUESDAY JANUARY 8, 2019, 2:00PM EST

It is the intent of the following requirements and specifications to describe the excavator in sufficient detail to receive sealed bid proposals for comparable excavators. All parts, pieces, components and assemblies not specifically mentioned that necessary to provide a complete operational compact excavator shall be included in the bid proposal and shall conform to the workmanship, strength and quality of material that would usually be provided for compact excavator and accessories.

Excavators not conforming to the following requirements and specifications will be rejected and it shall be the sole responsibility of the manufacturer to conform to the requirements and specifications unless deviations have been formally cited in writing by bidder and acceptance has been made in writing by the City on the basis of such exceptions.

General:

- The excavator must be current year model, under standard production by the manufacturer and shall be equipped with all features and equipment identified as standard in the latest literature.
- The excavator must be new and unused
- The excavator must be delivered to City of Cartersville Garage Department; 500 South Tennessee Street, Cartersville GA 30120 and shall be unpackaged, assembled, setup, operational and ready for use. See Bill Trot – Garage Superintendent 770-387-5640
- Bidder agrees that their bid proposal shall be good and may only be withdrawn for a period of sixty – (60) calendar days after the scheduled closing time receiving bid proposals
- The manufacturer of excavator must have factory support including parts and labor within Atlanta GA, or five – (5) core metro area to include Clayton, Cobb, DeKalb, Fulton and Gwinnett counties or one of seven counties contiguous to Bartow County, which includes Gordon, Pickens, Cherokee, Cobb, Paulding, Polk and Floyd Counties
- The term "compact" as used in these specifications shall refer to an excavator classed as Mini/Compact Excavator, 0-6 metric ton or Midi excavator, 6-10 metric tons in accordance with Association of Equipment Manufacturers (AEM) whichever class excavators meet that class

Bid 18-011 Compact Excavator

- Excavator shall meet or exceed the latest minimum Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and Society of Automotive Engineers (SAE) standards applicable to compact excavators

<u>Excavator:</u>

- Excavator shall be provided with vandal protection for engine hood, toolbox, hydraulic reservoir fuel tank and all access points
- Excavator shall be provided with rubber tracks
- Excavator shall be provided with necessary counterweights as recommended for excavator and options required to meet these specifications
    - Counterweights and all appurtenances shall be mounted and sufficient in size, weight and placement for safe trailer loading and unloading
- Excavator controls shall be manual, two-lever, standard joy-stick type control with user changeable operation pattern
- Hydraulic system will have minimum flow of 16.7 gallons per minute
    - Excavator shall be provided with hydraulic quick coupler/carrier for ease of connection and disconnecting excavator and attachments
    - Hydraulic quick coupler/carrier shall match the capabilities of the excavator and attachments called for by these specifications
    - Hydraulic quick coupler/carrier shall be sized to be compatible with the operating specifications of the excavator
- Excavator shall be equipped with auxiliary hydraulics
    - Auxiliary hydraulics shall be boom mounted with flush face quick couplers
    - Auxiliary hydraulics shall meet the required capacity to operate the excavator attachments called for by these specifications
- Excavator shall meet the following minimum specifications
    - Minimum operating weight of 7,600-lbs.
    - Minimum dig depth of 10'
    - Minimum reach of 17'
    - Minimum rated lift capacity of 3,200-lbs. (ground level, over end, blade down)
    - Minimum arm dig force of 4,800-lbs.
    - Minimum bucket dig force of 6,900-lbs.
    - Minimum unload height of 11'.

Bid 18-011
Compact Excavator

Engine/Drive Train:

- Engine must be liquid cooled, turbo-charged and diesel powered with a minimum net peak horsepower of 33.
    - Engine must meet EPA 2018 Emissions standards for the engine's horsepower class
- Excavator shall be driven by 2-hydraulic motors/pumps, one on each track assembly, with a minimum of 2-speeds and shall be designed to operate independent of each other for steering purposes
- Steering shall be controlled by foot pedals and removable hand levers
- Travel motors/pumps and hydraulic lines shall be enclosed with the width of track frame
- Travel brakes shall be adequate for the excavator size and shall be built into each drive including parking brakes

Electrical/Lighting:

- Electrical system shall be 12 volt
- Alternator and battery shall be of sufficient amperages to reliably operate excavator in all conditions
- All controls shall be lighted and readily visible in both intensely lighted or no light conditions
- Exterior Lights for working in dark or low-light conditions

Operator Station:

- Operator station shall be equipped with fully adjustable seat with retractable seat belt meeting all applicable minimum safety requirements.
    - Operator station shall be equipped with adjustable wrist rests
    - Operator station shall be enclosed, w/ HVAC and meet all minimum safety requirements
    - Operator station shall have built-in storage compartment for operator's manual.
    - Operator station shall be provided by push-button LCD interface for monitoring and diagnostic information
- Diagnostic monitoring information shall be provided by audible and visual warnings
- Operator station shall include rearview mirror(s) required for the safe operation of the excavator

Attachments – Included in Unit bid

- Excavator shall be provided with a hydraulic dozer grade blade
    - Dozer grade blade shall have up and down adjustment/stabilization
- Excavator shall be provided with boom mounted hydraulic removable-thumb attachment

Attachments – Priced Separately

- One excavator dozer blade shall be severe-duty specifically designed for high-abrasive applications involving demolition work and grading/smoothing
    - Dozer blade shall have floating ability with angles up to minimum of 25-degrees both left and right
- One excavator bucket shall be severe-duty specifically designed for high-abrasive applications involving demolition work, rock excavating and prying with tapered side plated, digging teeth, with a width of 18", usable with removable hydraulic thumb
    - Excavating bucket shall be compatible with and designed for use with the excavator's specific hydraulic quick coupler/carrier and with specific operating specifications.
- One excavator bucket shall be severe-duty specifically designed for high-abrasive application of digging; smooth bucket, no teeth, with a minimum width of 36".
    - Excavating bucket shall be compatible with and designed for use with the excavator's specific hydraulic quick coupler/carrier and with specific operating specifications.
- One Frail mower with minimum cutting width of 30", with maximum cutting capacity of 4"-tree
    - Frail mower will comply with SAE J/1001 Frail Mower Standards
    - Frail mower shall be compatible with and designed for use with excavator's specific hydraulic quick coupler/carrier and with specific operating specifications for excavator

Manuals

- A manufacturer's comprehensive operators, owners and maintenance manual for the excavator in paper and electronic formats must be provided at time of delivery

Warranty

- Minimum three – (3) year/3,000 hour, full coverage warrant including parts and labor on excavator must be provided
- Minimum one – (1) year full coverage warranty including parts and labor on attachments must be provided

Training

- Training in the maintenance and operation of the excavator and attachments by a factory authorized representative or technician must be provided at the time of delivery

Bid proposals must clearly provide the appropriate model year, make, model and options required to meet the specifications with clear total bid price. Bid proposals must include any and all manufacturer's specifications and literature necessary and/or required for the determination that the requirement and specification are met. Bid proposals must also clearly provide a time for delivery in calendar days from the time the bid proposal is awarded and the purchase order is placed.

Conditional bids will not be considered.

City of Cartersville reserves the right to accept or reject in whole or in part any or all bids and to waive formalities and re-advertise. The City of Cartersville may consider in-complete, any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all proposals. Any proposal received after the time and date specifically shall not be considered.

Any questions, concerning this bid, contact Greg Anderson, Cartersville Parks and Recreation.

Greg Anderson
City of Cartersville
Director of Parks and Recreation
Dellinger Park
100 Pine Grove Rd.
Cartersville GA 30120
770-607-6173

Bid 18-011 - Compact Excavator
Bid Tally

Contractor	Manufacturer/Model/Year	Warranty	General	Excavator	Hydraulics	Auxiliary Hydraulics	Excavator Specs	Engine Drive	Electrical Lighting	Operation Station	Hydraulic Quick Connect	Hydraulic Dozer Blade	Hydraulic Removable Thumb	Bid Price	Alternate Angle Blade	Alternate 18" Digging Bucket	Alternate 36" Smooth Bucket	Alternate 30"- Flail Mower head	Bid Price w/ Acessories, excluding Angle Blade
Rhinehart Equipment Rome GA	Bobcat E35 - 33HP-2019	3-Yr., 3,000-hrs.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$43,155.88	$1,860.72	$639.56	$662.87	$5,714.70	$50,173.01
Bobcat of Atlanta Marietta GA	Bobcat E35 - 33HP 2TS-2019	Bobcat	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$44,478.00	$1,841.00	$719.00	$740.00	$5,698.00	$51,635.00
Vermeel Southeast Duluth GA	Yanmar - V1035-6A-2019	4-Yr. 4,000-hrs.	Yes	Yes	Yes	Yes	Yes	No - Only 24.4-HP	Yes	Yes	Yes	Yes	Yes	$41,512.00	$2,729.00	$939.00	$958.00	$7,970.00	$51,379.00
Central Atlanta Tractor Austell GA	Sany America - SY35-2019	5-Yr. 15,000 hrs. Full Machine Warranty	Yes	Yes	No - Only 1 Pump	Yes	Yes	No - Only 25-HP	Yes	Yes	Yes	Yes	Yes	$44,130.00	NA	$563.00	$787.00	$10,770.00	$56,250.00
Atlanta Equipment - JCB Marietta GA	JCB - 48Z-1-2019	JCB	Yes	Yes	Yes	yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$55,806.30	$2,597.50	$903.21	$1,064.33	$9,210.37	$66,984.21
Tractor and Equipment Co. Calhoun GA	Komatsu PC35-MR-5-2019		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No-Manual only	Yes	Yes	$58,500.00	Included	$800.00	$875.00	NA	$60,175.00
Atlanta Kubota Marietta GA	Kubota - KX040-4R3P-18/19	3-Yr., 3,000 hrs.	Yes	Yes	Yes	Yes	No - Arm Digging Force 4,112lbf.	Yes	Yes	No-Non adjustable armrest	Yes	Yes	Yes	$49,498.00	$2,500.00	$998.00	$1,200.00	$8,800.00	$60,496.00
Border Equipment Conley GA	Case - CX57C-2018		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$67,550.00	NA	$966.00	$998.00	$7,728.00	$77,242.00
Mason Tractor Norcross GA	Kubota - KX033-4RA-2019	3-Yr., 3,000 hrs.	Yes	No	Yes	Yes	No-Reach 16'10", ADF-3,867 lbf.	No-24.8-HP	Yes	Yes	No	NA	Yes	$48,317.20	Included	$869.43	$1,149.76	$4,800.00	$55,136.39
Nelson Tractor Jasper GA	Kubota - KX040-4R3AP-2018	3-Yr., 3,000 hrs.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$47,752.00	Included	$873.00	$952.00	$6,500.00	$56,077.00
Ag-Pro McDonough GA	John Deere 50G-2018		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$53,363.52	NA	$979.49	$980.85	$8,987.00	$64,310.86

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Main Street to Center Road Easement Clearing

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	Bids were received on December 20, 2018 at 10:00am for clearing of the water and sewer easement between Main Street and Center Road. The scope of work will include removal of all trees, brush and vegetative growth down to a height of not more than 6 inches. The work will extend 10 feet to the outside of the centerline of each pipe for approximately 6,600 linear feet. All brush will be ground to mulch and disposed onsite or disposed of offsite at the contractor's expense. The following bids were received: Hickory Ridge $17,280.00 UWS, Inc $32,661.25 CH Kirkpatrick $38,000.00 Brown's Clearing $38,400.00 I recommend approval of the Hickory Ridge bid in the amount of $17,280.00.
City Manager's Remarks:	This is a budgeted item to be paid out of sewer maintenance. Your approval of the easement clearing by Hickory Ridge for $17,280 is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid through account 505.3320.52.2341 Maintenance to Sewers.
Legal:	
Associated Information:	

HICKORY RIDGE
Land Management LLC.
770-547-5416

PROPOSAL

Date: 12/18/18

City of Cartersville
Sewer Right of Way

Item # 13

Qty	Description	Unit Price	Line Total
6 Days	Machine with Mulcher (8hr days)	$1600	$9600
6 Days	Machine with Bushhog (8hr days)	$800	$4800
6 Days	2 Laborers (8hr days)	$480	$2880
		Total	$17,280

Thank you for your business!

20 Brown Drive Cartersville Ga, 30120
Email: HickoryRidge84@yahoo.com
Phone: 770-547-5416

WATER AND SEWER LINE EASEMENT CLEARING MAIN STREET TO CENTER ROAD

DESCRIPTION OF WORK

The work under this contract includes clearing of 6,600 plus linear feet of water and sewer line easement. The construction drawings for the water main are provided to help identify the length of the project and the width of the area to be cleared over and between the two lines. The limits of clearing are to extend 10 feet to the outside of the water main and 10 feet to the outside of the sewer line and is to include all the area between the two lines. Trees and brush in the easement area are to be disposed of by one of the following methods: (a) chipping and spread on easement, (b) thoroughly shredding with a bush-hog and spread on easement or (c) cutting and hauling away (disposal at contractor's expense). The limits of clearing are to be minimum of ten feet wide to the out from the marked center of both the water and sewer lines and all of the area in between. All growth (trees, bushes, weeds, and grass) in the cleared areas are to be trimmed down to a standing height of no more than six inches. All tree and brush remnants are to be thoroughly chipped, ground, or shredded.

DEMONSTRATION REQUIREMENT

Before commencing easement clearing operations, the selected contractor is to demonstrate their proposed clearing method on a test plot.

SPECIAL PRECAUTIONS

The Contractor is advised that dry conditions may exist and they are responsible for talking all necessary precautions to prevent creating a brush fire during clearing operations. A fire extinguisher is to be kept on hand with all equipment during clearing operations

INSURANCE

The Contractor must provide proof of insurance and maintain for the duration of the project in the types and limits of coverage as follows:

a) General Liability and Automobile Liability

   $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.

b) Worker's Compensation and Employer's Liability
   $1,000,000.00 limit per accident and Worker's Compensation limits as required by the Labor.

CONTRACT COMPLETION TIME

All construction must be completed within 45 days of the contract award. Contract award is anticipated to be after City Council approval on December 20, 2018

E-Verify and SAVE

The successful bidder must provide affidavits verifying compliance with E-Verify and SAVE Documentation requirements.

BIDS

Open bids will be received at the office of the Cartersville Water Department, 148 Walnut Grove Road. All bids must be submitted by 10:00 AM on December 6, 2018.
Bids can be emailed to waterdepartment@cityofcartersville.org or faxed to 770-606-2386.

All questions are to be emailed to waterdepartment@cityofcartersville.org with Main Street Easement Clearing in the subject and attention to Brent Beck.

BID AMOUNT: $38,000.00 Dollars

COMPANY NAME: C. H. Kirkpatrick & Sons Welding Service, Inc.

SIGNATURE: Tim K

NAME: Tim Kirkpatrick

TITLE: Co-Owner

WATER AND SEWER LINE EASEMENT CLEARING MAIN STREET TO CENTER ROAD

DESCRIPTION OF WORK

The work under this contract includes clearing of 6,600 plus linear feet of water and sewer line easement. The construction drawings for the water main are provided to help identify the length of the project and the width of the area to be cleared over and between the two lines. The limits of clearing are to extend 10 feet to the outside of the water main and 10 feet to the outside of the sewer line and is to include all the area between the two lines. Trees and brush in the easement area are to be disposed of by one of the following methods: (a) chipping and spread on easement, (b) thoroughly shredding with a bush-hog and spread on easement or (c) cutting and hauling away (disposal at contractor's expense). The limits of clearing are to be minimum of ten feet wide to the out from the marked center of both the water and sewer lines and all of the area in between. All growth (trees, bushes, weeds, and grass) in the cleared areas are to be trimmed down to a standing height of no more than six inches. All tree and brush remnants are to be thoroughly chipped, ground, or shredded.

DEMONSTRATION REQUIREMENT

Before commencing easement clearing operations, the selected contractor is to demonstrate their proposed clearing method on a test plot.

SPECIAL PRECAUTIONS

The Contractor is advised that dry conditions may exist and they are responsible for talking all necessary precautions to prevent creating a brush fire during clearing operations. A fire extinguisher is to be kept on hand with all equipment during clearing operations

INSURANCE

The Contractor must provide proof of insurance and maintain for the duration of the project in the types and limits of coverage as follows:

a) General Liability and Automobile Liability

   $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.

b) Worker's Compensation and Employer's Liability
   $1,000,000.00 limit per accident and Worker's Compensation limits as required by the Labor.

CONTRACT COMPLETION TIME

All construction must be completed within 45 days of the contract award. Contract award is anticipated to be after City Council approval on January 3, 2019

E-Verify and SAVE

The successful bidder must provide affidavits verifying compliance with E-Verify and SAVE Documentation requirements.

BIDS

Open bids will be received at the office of the Cartersville Water Department, 148 Walnut Grove Road. All bids must be submitted by 10:00 AM on December 20, 2018.
Bids can be emailed to waterdepartment@cityofcartersville.org or faxed to 770-606-2386.

All questions are to be emailed to waterdepartment@cityofcartersville.org with Main Street Easement Clearing in the subject and attention to Brent Beck.

BID AMOUNT: $32,661.25 Dollars

COMPANY NAME: UWS, Inc.

SIGNATURE:

NAME: Andrew Weaver.

TITLE: President

E-Verify and SAVE

The successful bidder must provide affidavits verifying compliance with E-Verify and SAVE Documentation requirements.

BIDS

Open bids will be received at the office of the Cartersville Water Department, 148 Walnut Grove Road. All bids must be submitted by 10:00 AM on December 20, 2018.
Bids can be emailed to waterdepartment@cityofcartersville.org or faxed to 770-606-2386.

All questions are to be emailed to waterdepartment@cityofcartersville.org with Main Street Easement Clearing in the subject and attention to Brent Beck.

BID AMOUNT: $38,400.00 Dollars

COMPANY NAME: Brown's Clearing, Inc.

SIGNATURE: Kelley S. Brown

NAME: Kelley S. Brown

TITLE: President

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
WPCP – Secondary #4 Shaft Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recomendation:	During the month of October, the Secondary #4 Screw Pump broke a 6-inch diameter drive shaft rendering the pump useless. This is a 15 million gallons per day (MGD) pump and represents 30% of our total pump capacity in the secondary lift. This unit is critical during high flow periods as it is one of three 15 MGD units in the secondary. When a 15 MGD pump is down, there is no pump redundancy for flows above 20 MGD. Flows have been in excess of 20 MGD several times since the pump broke. For that reason, the repair was deemed an emergency. Southern Machine and Fabrication (SMF) was contacted for repair as they have worked on this equipment successfully in the past. The shaft had to be manufactured by SMF as it is no longer available from the manufacturer as a replacement part. The total cost of fabricating a replacement shaft, replacing the top bearings, and installing all the equipment totaled $23,156.26. I recommend approval of the SMF invoice in the amount of $23,156.26.
City Manager's Remarks:	Your approval of the repair is recommended.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	

Southern Machine & Fabrication
Company, Inc.
18 Commerce Drive
Cartersville, GA 30120
Phone: 770-386-0194
Fax: 770-386-6881

Invoice

Sold To: City Of Cartersville - Biosoli
P.O. Box 1390
Cartersville, GA 30120

Ship To: City Of Cartersville - Biosoli
102 Walnut Grove Road
Cartersville, GA 30120

Invoice Number:	61302	**Salesman:**	Corky Nall
Invoice Date:	10/30/18	**Terms:**	Net 30
Customer:	CITY OF CAR	**Packing List:**	23197-01
Order No:	23197	**PO Number:**	3330

Item	Quantity	Description	Revision	Unit Price	Amount
1	1	# 4 FINE SCREEN AUGER REMOVAL - **Part Number is Incorrect, Should be #4 Secondary flight** Remove, Disassemble, and inspect.		$5,950.0000 / EA	$5,950.00
2	1	#4 SECONDARY TRUNION REPAIR - Machine new shaft and reinstall.		$17,850.0000 / EA	$17,850.00

Sub-total:	**$23,800.00**
Sales Tax:	**$0.00**
Shipped Via Vendor Truck:	**$0.00**
Invoice Total:	***$23,800.00***
Paid To Date:	***$0.00***
Balance Due:	***$23,800.00***

APPROVED
WATER DEPARTMENT
WPCP

DATE APPROVED / /
DEPT HEAD:
CITY MGR

CHARGE ACCOUNT(S)	AMOUNT
505 - 3330 - 52-2361	23,800.00
505 - 3330 -	(643.74)
TOTAL	$23,156.26

C Water
DEC - 5 2018

Secondary # 4 repair
6" broken drive shaft.
Replacement Bearings.

Item # 14

Item # 14

Job Cost Summary
Cost Recap
Southern Machine & Fabrication
Job Number(s): 23197-02

Date: 12/6/2018

At Entered Rates

As-of Date: 12/31/2025

Time: 11:13:43 am

Part Number:	#4 SECONDARY TRUNION REPAIR	**Description:**	Machine new shaft and reinstall.		
Customer:	City Of Cartersville - Biosoli	**Qty Ordered:**	1	**PO Number:**	3330
Alt Part No:		**Qty To Make:**	1	**Priority:**	50
Order Number:	23197	**Qty Shipped to Cust:**	1	**Date Finished:**	10/30/2018
Master Job No:		**Qty Shipped to Stock:**		**Revision:**	
Quote No:		**Qty Canceled:**		**Bins:**	YARD
Misc/Tooling Chg:	$.00	**Qty for Stock:**		**Total Billed:**	$17,850.00
Unit Price:	$17,850.000 / EA	**Total Est Hrs:**	.53	**Total Act Hrs:**	160.65

Job Notes

Step Number	Work Center / Vendor	GL Code	Pieces Good	Pieces Scrap	Hours Setup	Hours Cycle	Hours Total	Costs Labor	Costs Burden	Costs Total	T & M Amount	Billed Amount	Total Profit	Profit Percent
	Motion Industries, Inc.	5140								$.00	$34.46	$34.46	$.00	%
	Motion Industries, Inc.	5000								$.00	$1,760.70	$1,760.70	$.00	%
	Mid-Supply Company, Inc.	5000-01								$.00	$54.43	$54.43	$.00	%
	MEGA INDUSTRIAL SUPPL	5200								$.00	$9.52	$9.52	$.00	%
	McMaster Carr Supply Co.	5000-01								$.00	$450.95	$450.95	$.00	%
	Home Depot Processing Cer	5000								$.00	$56.20	$56.20	$.00	%
	OCD Journeyman 2	5100	.00	.00	.000	24.000	24.000	$.00	$.00	$.00	$1,831.60			
	OCD Journeyman 3	5100	.00	.00	.000	63.000	63.000	$.00	$.00	$.00	$4,910.50			
10	Lathe_Large	5100	.00	.00	.000	73.647	73.647	$.00	$.00	$.00	$9,021.72			
	Step Totals:			***.00***	***.000***	***160.647***	***160.647***	***$.00***	***$.00***	***$.00***	***$18,130.08***	***$17,671.50***	***$.00***	%
	Salesman Commission (1.00% ***)***									***$.00***	***$183.13***	***$178.50***	***$.00***	%
	Job Totals:									***$.00***	***$18,313.21***	***$17,850.00***	***$.00***	***28%***
	Unit Totals:				***.000***	***160.647***	***160.647***	***$.00***	***$.00***	***$.00***	***$18,313.21***	***$17,850.00***	***$.00***	***28%***

Labor Detail

Customer: City Of Cartersville - Biosoli

Work Center	Description	Step No	357 DUSTIN	387 ANDREW	398 AUSTIN	415 ADAM
35	*Lathe_Large*					
		10	.000	73.647	.000	.000
69	*OCD Journeyman 3*					
			39.000	.000	.000	24.000
70	*OCD Journeyman 2*					
			.000	.000	24.000	.000
		Grand totals:	***39.000***	***73.647***	***24.000***	***24.000***

Summary of Outside Operations

Customer: City Of Cartersville - Biosoli

Vendor	PO Number	Date Ordered / Received	Description	Quantity Ordered / Received	Unit Cost	Costs	Total Resale	Profit	Profit Percent
MOTION INDUS Motion Industries, Inc.			5140 Freight In SHIPPING FREIGHT	1.00000 1.00000	$.00 EA /	$.00	$24.22	$.00	%
MOTION INDUS Motion Industries, Inc.			5140 Freight In SHIPPING FREIGHT	1.00000 1.00000	$.00 EA /	$.00	$10.24	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 Cost of Goods - Material FRT in coming & out going frt	1.00000 1.00000	$.00 EA /	$.00	$.00	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 Cost of Goods - Material 115X150X15 SEAL SEAL	1.00000 1.00000	$.00 EA /	$.00	$42.76	$.00	%

MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 415938 NATIONAL SEAL	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$48.34	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 416888 NATIONAL SEAL	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$18.00	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 455576 NATIONAL SEAL	Cost of Goods - Material	1.00000 1.00000	$.00 0	EA	$.00	$51.87	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 48220 TIMKEN CUP	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$114.20	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 48290 TIMKEN CONE	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$.00	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 HM926710 TIMKEN CUP	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$447.12	$.00	%
MOTION INDUS Motion Industries, Inc.	36366	######### #########	5000 HM926747 CONE	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$823.21	$.00	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 DEGREASER ZEP	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$16.06	$.00	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 SCUBBER	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$4.89	$.00	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 TERRY TOWELS	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$12.56	$.00	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 SPONGE 2 PK	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$4.87	$.00	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 LEATHER GLOVERS	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$13.96	$.00	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 TAX	Cost of Goods - Material	1.00000 1.00000	$.00 /	EA	$.00	$3.86	$.00	%
MID-SUPPLY C Mid-Supply Company, Inc.	36499	######### #########	5000-01 5/8 LOCK WASHERS	COGS - Material SMF	10.00000 10.00000	$.00 /	EA	$.00	$4.90	$.00	%
MID-SUPPLY C Mid-Supply Company, Inc.	36499	######### #########	5000-01 5/8 FLAT WAHERS	COGS - Material SMF	10.00000 10.00000	$.00 /	EA	$.00	$4.90	$.00	%

MID-SUPPLY C Mid-Supply Company, Inc.	36503	######### #########	5000-01 COGS - Material SMF 1/2 LOCK WASHERS	6.00000 6.00000	$.00 EA /	$.00	$1.60	$.00	%	
MID-SUPPLY C Mid-Supply Company, Inc.	36499	######### #########	5000-01 COGS - Material SMF 5/8X3-1/2 BOLTS	10.00000 10.00000	$.00 EA /	$.00 0	$9.66	$.00	%	
MID-SUPPLY C Mid-Supply Company, Inc.	36503	######### #########	5000-01 COGS - Material SMF 242 LOCK TITE	1.00000 1.00000	$.00 EA /	$.00	$11.20	$.00	%	
MID-SUPPLY C Mid-Supply Company, Inc.	36499	######### #########	5000-01 COGS - Material SMF WELD TEE 1 IN	2.00000 2.00000	$.00 EA /	$.00	$20.24	$.00	%	
MID-SUPPLY C Mid-Supply Company, Inc.	36503	######### #########	5000-01 COGS - Material SMF 1/2 X1-1/2 GRADE 8 BOLTS	6.00000 6.00000	$.00 EA /	$.00	$1.93	$.00	%	
MCMASTER CAR McMaster Carr Supply Co.	36508	######### #########	5000-01 COGS - Material SMF 1X8 HELI COIL KIT (91732A321)	1.00000 1.00000	$.00 EA /	$.00	$450.95	$.00 0	%	credit
MEGA MEGA INDUSTRIAL SUPPLY CO. INC	36522	######### #########	5200 Supplies M12X70HHCS Bolts for Falk cplg cover	4.00000 4.00000	$.00 EA /	$.00	$5.38	$.00	%	
MEGA MEGA INDUSTRIAL SUPPLY CO. INC	36522	######### #########	5200 Supplies M12 LOCKNUT	4.00000 4.00000	$.00 EA /	$.00	$3.47	$.00	%	
MEGA MEGA INDUSTRIAL SUPPLY CO. INC	36522	######### #########	5200 Supplies M12 FLAT WASHER	4.00000 4.00000	$.00 EA /	$.48	$.67	$.00	%	
			Grand totals:			***$.00***	***$2,366.26***	***$.00***	***%***	

Summary of Part History

Part Number:
Description:

Job Number	Date Finished	Quantity Ordered	Quantity Shipped	Hours Estim	Hours Actual	Cost	Total Billed	Profit	Profit Percent

Summary of Billing/Shipments

Summary of Billing

	Date	Quantity	Description	Unit Price	Total Amount
61302	10/30/18	1	#4 SECONDARY TRUNION REPAIR Machine new shaft and reins	$17850/EA	$17,850.00

$17,850.00

Summary of Shipments

Delivery Ticket No	Order Date	Due Date	Ship Date	Quantity Shipped	Stock	Cancel	Days Early/Late	In House	Ship Via	Freight Charges
23197-01		#######	######	######	1			27	Vendor Truck	$.00
			Totals:	***1***						***$.00***

Item # 14

Job Cost Summary
Cost Recap
Southern Machine & Fabrication
Job Number(s): 23197-01

Date: 12/6/2018

At Entered Rates

As-of Date: 12/31/2025

Time: 11:12:14 am

Part Number: # 4 FINE SCREEN AUGER REMOVAL
Customer: City Of Cartersville - Biosoli
Alt Part No:
Order Number: 23197
Master Job No:
Quote No:
Misc/Tooling Chg: $.00
Unit Price: $5,950.000 / EA

Description: **Part Number is Incorrect, Should be #4 Secondary flight** Remove, Disassemble, and inspect.
Qty Ordered: 1
Qty To Make: 1
Qty Shipped to Cust: 1
Qty Shipped to Stock:
Qty Canceled:
Qty for Stock:
Total Est Hrs: .00

PO Number: 3330
Priority: 50
Date Finished: 10/30/2018
Revision:
Bins: YARD
Total Billed: $5,950.00
Total Act Hrs: 82.00

Job Notes

Step			Pieces			Hours		Costs			T & M	Billed	Total	Profit
Number	Work Center / Vendor	GL Code	Good	Scrap	Setup	Cycle	Total	Labor	Burden	Total	Amount	Amount	Profit	Percent
	Southern Pipe And Supply C	5000								$.00	$192.79	$192.79	$.00	%
	Ryerson, Joseph T. & Son	5000-01								$.00	$848.48	$848.48	$.00	%
	Home Depot Processing Cer	5000								$.00	$2.77	$2.77	$.00	%
	OCD Journeyman 2	5100	.00	.00	.000	41.000	41.000	$.00	$.00	$.00	$2,347.25			
	OCD Journeyman 3	5100	.00	.00	.000	41.000	41.000	$.00	$.00	$.00	$2,501.00			
	Step Totals:			***.00***	***.000***	***82.000***	***82.000***	***$.00***	***$.00***	***$.00***	***$5,892.30***	***$5,890.50***	***$.00***	%
	Salesman Commission (1.00% ***)***									***$.00***	***$59.52***	***$59.50***	***$.00***	%
	Job Totals:									***$.00***	***$5,951.82***	***$5,950.00***	***$.00***	%
	Unit Totals:				***.000***	***82.000***	***82.000***	***$.00***	***$.00***	***$.00***	***$5,951.82***	***$5,950.00***	***$.00***	%

Labor Detail

Customer: City Of Cartersville - Biosoli

Work Center	Description	Step No	357 DUSTIN	376 RYAN	39 MDH	398 AUSTIN	411 PRESTON	68 GSH
69	*OCD Journeyman 3*		5.000	14.000	4.000	.000	.000	18.000
70	*OCD Journeyman 2*		.000	.000	6.000	29.000	6.000	.000
	Grand totals:		***5.000***	***14.000***	***10.000***	***29.000***	***6.000***	***18.000***

Summary of Outside Operations

Customer: City Of Cartersville - Biosoli

Vendor	PO Number	Date Ordered Received	Description	Quantity Ordered Received	Unit Cost	Costs	Total Resale	Profit	Profit Percent
RYERSON Ryerson, Joseph T. & Son	36345	######### #########	5000-01 COGS - Material SMF 6 DIA X 60 IN 4140	1.00000 1.00000	$.00 EA /	$.00	$848.48	$.00	% 0
SOUTHERN PIP Southern Pipe And Supply Co.,	36399	######### #########	5000 Cost of Goods - Material AIR BLADDER.	1.00000 1.00000	$.00 EA /	$.00	$192.79	$.00 0	%
HOME DEPOT C Home Depot Processing Center	36453	######### #########	5000 Cost of Goods - Material ZEP CLEANER	1.00000 1.00000	$.00 EA /	$.00	$2.77	$.00	%
			Grand totals:			***$.00***	***$1,044.05***	***$.00***	***%***

Credit

Summary of Part History

Part Number:
Description:

Job Number	Date Finished	Quantity Ordered	Quantity Shipped	Hours Estim	Hours Actual	Cost	Total Billed	Profit	Profit Percent

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
WPCP - Nutrient Removal Construction

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	For several years, we have been discussing the Water Pollution Control Plant (WPCP) Nutrient Removal Project. The project touches almost every major treatment component of the plant and is necessary because the treatment process is changing. Past plant expansions only added to the existing process. The major elements to be constructed are as follows: · Replacement of two (2) 5 million gallon per day (MGD) screw pumps with 15 MGD units · Replacement of one (1) 15 MGD screw pump with a new like size unit · Modifications to two (2) 2.5 million gallon (MG) aeration basins · Modifications to one (1) 5 MG aeration basin · Construction of one (1) aeration blower building · Construction of one (1) 135-foot diameter clarifier · Construction of three (3) tertiary filters · Construction of one (1) biosolids storage building · Construction of one (1) chemical feed building · Yard piping to support all of the above · Development of supervisory control and data acquisition (SCADA) system for process control Design and bidding of the project is now complete. Bids were solicited from October 4, 2018 until December 5, 2018 based on plans and specifications prepared by Hazen and Sawyer Engineers (Hazen). The following bids were received: 1. Archer Western $37,562,882.64

	2. Lane Construction Company $38,678,151.64 3. Adams Robinson Enterprises, Inc. $42,047,000.00 4. Crowder $42,191,802.64 The low bid for this project is higher than the engineers cost estimate and our budget estimate. This was not entirely unexpected given the strength of the construction economy, lack of available skilled labor coupled with steel and aluminum tariffs. Despite the significant additional cost, I do recommend approval of the Archer Western bid. The additional cost will be funded from a combination of the following: · Completed project cost underruns · Elimination of lower priority capital projects · Use of Water Department reserve funds
City Manager's Remarks:	This is a bond funded project and will begin the process of the WPCP upgrades. Your approval of this item for the nutrient removal construction at the plant is recommended.
Financial/Budget Certification:	This is a bond funded project. All expenses related to the project will be allocated to account 505.3330.54.1347 Nutrient Removal Modifications.
Legal:	
Associated Information:	

Hazen

Hazen and Sawyer
5775 Peachtree Dunwoody Road, Suite D-520
Atlanta, GA 30342 • 404.459.6363

January 10, 2019

J. Sidney Forsyth, EnvE
Assistant Director/Operations
Cartersville Water Department
148 Walnut Grove Rd SE
Cartersville, GA 30120

Re: Recommendation of Award – Cartersville WPCP Nutrient Removal Upgrade

Dear Mr. Forsyth:

Sealed bids for the above referenced project were received at 2:00 p.m., December 5, 2018, in the City Council Chambers in the Cartersville City Hall, Cartersville, Georgia. Advertisements were placed in the legal section of the Daily Tribune News – the major paper in the Cartersville area.

We have reviewed and tabulated the four bids received for the project. Archer Western Construction, LLC is the low bidder in the amount of $37,562,882.64. The second, third, and fourth low bidders are Lane Construction Corporation in the amount of $38,678,151.64, Adams Robinson Enterprises, Inc. in the amount of $42,047,000.00, and Crowder Construction Company in the amount of $42,191,802.64. There were no mathematical errors within the submitted bids. All bidders attended the mandatory Pre-Bid Conference required as a condition of submitting bids. A certified tabulation of bids is enclosed.

Archer Western Construction has provided a Bid Bond in the amount of 5% of its Bid. The Surety Company is listed the latest issue of U.S. Treasury Circular 570. Included with its Bid were the required executed documents, including Bid Form, Bid Bond, Non-Collusion Affidavit of Bidder, Contractor's License Certification, Corporate Certificate, Statement of Bidders Qualifications, Non-Collusion Affidavit of Bidder, Security and Immigration Compliance Act Certification, and Electrical and I&C Subcontractor Affidavits. Archer Western Construction acknowledged all addenda that were issued during the bid period. We have reviewed the qualifications, experience, and references provided by Archer Western Construction, and the submitted information meets the minimum experience requirements.

Based on the above findings, it is our recommendation that the project be awarded to Archer Western Construction, the lowest responsive bidder in the amount of $37,562,882.64. Upon concurrence from your office and approval by the City Council, we will notify the Contractor and forward the contracts to the Contractor for execution.

Please contact me if we may be of any further assistance regarding the awarding of this contract.

Very truly yours,

Kristen L. Smeby

Kristen L. Smeby, PE
Project Manager

Job no

Enclosure
cc: Bob Jones, Pat Rogers

Item # 15

BID TABULATION

Cartersville WPCP Nutrient Removal Upgrade

City of Cartersville

Bid Date: December 5, 2018

				The Lane Construction Company		Adams Robinson Enterprises, Inc.		Crowder Construction Company		Archer Western Construction, LLC	
ITEM NO	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	**Lump Sum Work**				34,711,389.00		38,000,747.00		38,268,000.00		33,479,000.00
2. Pre-Negotiated Costs for Sole-Sourced Equipment and Services											
a.	Submersible Non-Clog Pumps				261,945.64		261,945.64		261,945.64		261,945.64
b.	Disk Filtration System				1,494,311.00		1,494,311.00		1,494,311.00		1,494,311.00
c.	Belt Filter Press Equipment Modifications				403,268.00		403,268.00		403,268.00		403,268.00
d.	Belt Conveyor Modifications				72,430.00		72,430.00		72,430.00		72,430.00
e.	I&C System Integration				682,048.00		682,048.00		682,048.00		682,048.00
3. Cash Allowances											
3(d)-1	Owner Directed Work Items				500,000.00		500,000.00		500,000.00		500,000.00
ADDITIONAL WORK IF ORDERED BY ENGINEER											
4. Unit Price Work		EST. QTY.	UNITS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
a.	Additional Excavation	1,600	CY	24.00	38,400.00	25.00	40,000.00	15.00	24,000.00	22.00	35,200.00
b.	Additional Select Fill	800	CY	32.00	25,600.00	60.00	48,000.00	12.00	9,600.00	21.00	16,800.00
c.	Additional Graded Aggregate Base (GAB) for Subgrade Select Fill	800	CY	42.00	33,600.00	60.00	48,000.00	65.00	52,000.00	52.50	42,000.00
d.	Removal, dewatering, and disposal of biosolids, residuals, and debris from existing tanks and basins	350	DRY TONS	750.00	262,500.00	875.00	306,250.00	1,000.00	350,000.00	1,015.00	355,250.00
e.	Additional Sidewalks	200	LF	22.00	4,400.00	40.00	8,000.36	40.00	8,000.00	33.75	6,750.00
f.	Removal and replacement of existing damaged control conductors (6#12; #12 GND)	6,000	LF	8.08	48,480.00	7.00	42,000.00	0.50	3,000.00	8.35	50,100.00
g.	Removal and replacement of existing damaged power conductors (3#8; #8 GND)	6,000	LF	6.32	37,920.00	6.00	36,000.00	0.70	4,200.00	6.55	39,300.00
h.	Removal and replacement of existing damaged power conductors (3#10; #10 GND)	6,000	LF	5.41	32,460.00	5.00	30,000.00	0.60	3,600.00	5.60	33,600.00
i.	Geogrid	2,800	SY	8.00	22,400.00	5.00	14,000.00	3.00	8,400.00	2.10	5,880.00
j.	Additional #57 stone	1,000	CY	47.00	47,000.00	60.00	60,000.00	47.00	47,000.00	85.00	85,000.00
GRAND TOTAL				**Total**	**$ 38,678,151.64**	**Total**	**$ 42,047,000.00**	**Total**	**$ 42,191,802.64**	**Total**	**$ 37,562,882.64**

I hereby certify that this is a true and correct tabulation of the bids.

Kristen L Smeby 1/10/2019

Kristen L. Smeby, P.E., Project Manager
Hazen and Sawyer

GEORGIA
REGISTERED
No. 030857
PROFESSIONAL
ENGINEER
KRISTEN L. SMEBY

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
WPCP – Construction Engineering

SubCategory:	Engineering Services
Department Name:	Water
Department Summary Recomendation:	Design and bidding of the Water Pollution Control Plant (WPCP) Nutrient Removal Project has been completed by our design engineer Hazen and Sawyer (Hazen). We are now transitioning to the construction phase of the project. Hazen has prepared the attached scope of services and cost estimate for resident inspection and engineering support functions through start-up of the new plant. Their proposed fee based on the scope of work outlined is $2,355,078. I recommend approval of this proposal.
City Manager's Remarks:	This provides for a full-time construction engineer to be onsite from Hazen and Sawyer, the design engineer for the WPCP. This will be bond funded and is recommended for your approval.
Financial/Budget Certification:	This is a bond funded project. All payments to Hazen will be made through account 505.3330.54.1347 Nutrient Removal Modifications.
Legal:	
Associated Information:	

Hazen and Sawyer
5775 Peachtree Dunwoody Road, Suite D-520
Atlanta, GA 30342

December 27, 2018

Mr. Bob Jones
Director
City of Cartersville Water Department
148 Walnut Grove Road
P.O. Box 1390
Cartersville, GA 30120

Re: Cartersville WPCP Improvements Project – Engineering Services during Construction

Dear Mr. Jones:

Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to provide engineering services during construction of the City of Cartersville Water Pollution Control Plant (WPCP) Improvements Project. If acceptable, this work will be performed under our Agreement for General Engineering and Consulting Services with the City of Cartersville (City).

Project Understanding/Background

Hazen performed preliminary engineering, permitting, detailed design and bid phase services for the above-referenced project under previous agreements with the City. The City now plans to construct the improvements and desires engineering services during construction. The improvements must be constructed within timeframes established in a revised NPDES Permit in order to meet B.1, B.2, and B.3 effluent limitations and monitoring requirements. Interim construction completion milestones have been specified in the Contract Documents. Overall, the construction duration is specified to be 960 calendar days after the City issues Notice to Proceed (NTP) to the Contractor.

Scope of Services

The services include the following tasks, which are described below:

Task 1 – Construction Phase Engineering Services
Task 2 – Resident Project Representative Observation Services
Task 3 – Discipline-Specific Site Visits
Task 4 – Materials Testing Services
Task 5 – Startup and Close-out Services

Task 1 – Construction Phase Engineering Services

Hazen will perform the following contract administration services during the construction of the Project:

- Consult with the City and issue the City's instructions to the Contractor.

- Perform the duties and responsibilities of the “Engineer” as defined in the construction contract between the City and the Contractor.
- Conduct the preconstruction conference to address key contract elements, Contractor's construction schedule, coordination requirements, progress payment estimates, communications flow, change orders, as-recorded drawings, shop drawing submittals, etc.
- Provide a cloud-based construction project management system to facilitate construction communication, submittal management, and inspection reporting.
- Organize, identify, file, and distribute routine written project correspondence, including shop drawings, requests for information (RFIs), proposed change orders, change orders (COs), etc.
- Interpret the plans and specifications. Provide requested interpretations to the City and the Contractor in a timely manner. The interpretations will be formally communicated as RFIs. Review and respond to RFIs submitted by the Contractor to interpret and clarify the intent of the Contract Documents and make recommendations to the City.
- Prepare necessary technical documentation for up to 3 proposed change orders to receive pricing from the Contractor. Review and negotiate with the Contractor prior to recommendation to City to accept or reject.
- Prepare and maintain a shop drawing submittal log to track the status of submittals.
- Prepare and maintain an RFI log to track the status of requests for information.
- Review the proposed Preliminary Progress Schedule for the construction work and monthly Progress Schedule revisions prepared by the Contractor and report findings to the City.
- Review and approve or take other appropriate action with respect to shop drawings, samples and other data which Contractor is required to submit. Reviews will be to verify conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- Receive, review, and determine the acceptability of schedules that Contractor is required to submit, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.
- Review and approve or take other appropriate action with respect to Operation and Maintenance Manuals submitted by the Contractor.
- Coordinate, attend, and preside over monthly construction Progress Meetings and other meetings and/or conferences with the City and the Contractor, including preparation and distribution of agendas, meeting minutes, and pertinent logs (shop drawings, RFIs, CO, etc.). Respond to issues raised at the meetings.

32407-000

- Coordinate with the Construction Materials Testing Firm to obtain special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections and tests.
- Review and evaluate modifications to the scope of work suggested by the Contractor and make recommendations to the City.
- Submit Requests for Proposals to the Contractor to obtain costs and detailed breakdowns for performing extra work not included in the contract and subsequently prepare and issue any necessary Field Directives and/or Change Orders to instruct the Contractor to proceed with this additional work if approved by City whether part of an allowance or new work.
- Review claims for changes to the contract price or extensions in contract time submitted by the Contractor and make recommendations to the City regarding acceptability of the claims.
- Review and verify monthly Applications for Payment submitted by the Contractor, verify Contractor's progress with respect to Contractor's pay applications, and make recommendations to City for payment.
- Reject Work if Engineer believes such Work is (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- Monitor the Contractor's compliance with procedural requirements identified for the project, including obtaining permits, meeting submittal requirements, project schedule, etc.
- Perform inspections of portions of the construction work with the City when said portion of the work is certified by the Contractor to be substantially complete and ready for partial utilization. Generate a punch list of incomplete or incorrect items of the portion of the work, and perform an inspection of said work prior to acceptance by City.
- Perform inspection of the entire construction work with the City when it is certified by the Contractor to be substantially complete, generate a punch list of incomplete or incorrect items of the work, and perform a final inspection of the work prior to acceptance by City.
- Observe operation of new treatment processes, confirm the mechanical, electrical, and control readiness of each process, and make recommendations to City as needed.
- Receive, review, and transmit to the Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples, and other approved data.
- Recommend Final Acceptance. Review Contractor's final completion submittal. Conduct final inspection and prepare recommendation of final acceptance of the Project.
- Upon satisfactory and full completion of all required work, issue a Certificate of Substantial Completion and a Certificate of Final Acceptance.

Task 2 – Resident Project Representative Observation Services

Hazen will provide an experienced and qualified Resident Project Representative (RPR)/Construction Manager (CM) on a full-time basis (up to 5,400 hours assumed for the 32-month construction schedule) to review and observe the Contractor's work. The RPR will provide experienced, construction observation throughout the project to monitor compliance with the Contract Documents and assist the City and the Contractor in successfully completing the Project. Daily reports will be available to the City through the construction project management system. The RPR will perform the following:

- Function as Hazen's site representative and serve as the field liaison between the City, Hazen, and the Contractor.
- Assist the Engineer in observing progress and quality of the Work and act as the primary liaison with the Contractor.
- Review and observe field work, approve quantities of work items listed on the monthly Applications for Payment submitted by the Contractor, and determine acceptability of work items for compliance with the approved Contract Documents.
- Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Review equipment delivered to the site for conformance with the approved shop drawings.
- Attend meetings with Contractor and prepare and circulate copies of meeting minutes.
- Verify quantities for partial pay requests.
- Consider and evaluate Contractor's suggestions for modifications at Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer.
- Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Advise Engineer of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- Prepare a daily report for those days RPR is onsite recording Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures within the construction project management system.

- Maintain project records on site.
- Participate in preparation of substantial and final completion punch lists.
- Witness the acceptance testing and startup of equipment in the field by manufacturers' technical representatives as required by the Contract Documents.
- Coordinate materials sampling and testing services and any required geotechnical subgrade testing and consultation services.

The RPR will have no authority regarding the following:

- Authorizing any deviation from the Contract Documents or approval of any substitute materials or equipment.
- Performing any of the responsibilities of Contractor or subcontractor(s).
- Expediting work for the Contractor.
- Giving advice or directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- Participating in start-up activities and performance testing performed by equipment and materials suppliers.

Task 3 – Discipline Specific Site Visits

Structural, architectural, electrical, instrumentation, and mechanical discipline leads will conduct periodic site visits to support the RPR and answer any discipline-specific questions. The following discipline-specific site visits are anticipated:

- Provide technical assistance in the form of site visits by discipline-specific engineers (i.e., site/civil, process, mechanical, structural, architectural, I&C, electrical, HVAC, and plumbing) on a periodic basis to observe specific critical portions of the in-progress construction work and make appropriate recommendations to the City. Up to 3 discipline specific site visits per month for 32 months is assumed.
- The Building Permit for the project may require specialty inspections of concrete, rebar, structural steel, and welding. If required by the local building codes official, Hazen will provide the required specialty inspections of the concrete, rebar, and steel up to 12 site visits.
- Any required welding specialty inspections and any required materials testing will be performed by a Construction Materials Testing Firm under an allowance in Task 4. Hazen will develop the scope of work for the materials testing firm and will coordinate with the selected firm to ensure materials testing and specialty inspections are performed.
- The Contract Documents for the project require a witnessed factory acceptance test of the PLC controls. This proposal allocates up to 40 hours of time to complete the testing. This proposal

also includes the labor costs associated with the witnessed factory test associated with the blowers for one person up to 40 hours from Hazen. The Contract Documents require the Contractor to pay for all transportation and lodging.

Task 4 – Materials Testing Services

Materials sampling and testing services and geotechnical engineering subgrade testing and consultation services will be provided under a subcontract. Hazen will develop a scope of work for the materials testing services required for the project, solicit price proposals, evaluate the merits of Firm's proposal, and then subcontract with firm who brings the most value to the City. Materials testing services will be invoiced directly to the City with no markup. An allowance has been included in the fee breakdown of $150,000 for these services.

Task 5 – Startup and Close-out Services

Hazen anticipates that the following start-up and close-out services will be performed:

- Review and witness the required equipment installation checks and start-up that lead to the demonstration of substantial completion.
- Assist City staff with the new equipment and systems during the start-up and demonstration period.
- Assist Owner in project closeout activities, including coordination of warranty start dates and update of fixed asset registries.
- Prepare Record Drawings showing appropriate record information based on Project-annotated record documents received from the Contractor and furnish such Record Drawings to the Owner. As-built drawings will be submitted as hard copy, .PDF, and AutoCAD files. Field verification of the accuracy of the Contractor's drawing markups is not included in the scope of work.
- Provide electronic archive of all construction communication, submittals, and reports from the construction project management system.

Assumptions

The following assumptions were made in developing the proposed detailed fee estimate for engineering services during construction:

- A single construction contract with a duration of 32 months beginning no later than the second quarter of 2019.
- A suitable field office will be provided by the Contractor as required by the Contract Documents for Hazen's onsite personnel. Monthly telephone and internet charges will be paid by the Contractor in the office provided for Hazen's onsite personnel.

- Materials sampling and testing services and geotechnical engineering subgrade testing and consultation services will be provided under a subcontract. Any required services in excess of $150,000 will be considered a supplemental service requiring additional payment.
- Monthly construction progress meetings will be held at the project site. Hazen will have RPR and Project Manager in attendance, as well as relevant design staff as necessary to address agenda topics.
- Hazen will provide one (1) RPR for a period not to exceed 32 months. On-site staffing level will be tailored to the level of construction work activity in the sole judgement of Hazen. No overtime is included.
- Up to 12 specialty inspection trips of one day each will be made for structural specialty inspections.
- Up to 96 discipline specific site visits of one day each will be made by design engineers.
- Up to 80 hours of factory witness testing is included for PLC and other equipment. Travel costs will be paid by the Contractor.
- The Contractor will provide surveying to establish baseline control for construction.
- Any Hazen labor and expenses required to address construction claims, unforeseen subsurface considerations, or additional construction requested by either the Contractor or the City will be an additional cost.
- Hazen will conduct a warranty inspection lasting one workday within one year of facility startup. Hazen will prepare a memorandum summarizing the findings.
- Excess submittal reviews, overtime for inspections, and a construction duration extending beyond 960 days will be considered supplemental services requiring additional payment.

Key Personnel

The following key personnel will be assigned to this project:

- Kristen Smeby, PE, Senior Associate, will be the project manager.
- Tim Ball will be the CM/RPR. Mr. Ball shall work under a subcontract to Hazen at an hourly billing rate to the City of $110/hour subject to annual escalation of 3 percent.
- Vivi Nguyen, PE, Principal Engineer, will assist Ms. Smeby with day-to-day project activities, and she will assist with mechanical shop drawing review and site visits.
- Fred Powell, PE, SE, Senior Associate, will be responsible for structural shop drawing review, structural specialty inspections, and periodic structural design conformance visits.
- Nubea Lima, PE, Senior Associate, will be responsible for the electrical shop drawing review and periodic electrical design conformance visits.

- Miriam McCann, PE, Associate, will be responsible for the instrumentation and controls shop drawing review and periodic I&C design conformance visits.

Schedule

Hazen based the proposed fee on a 30-month construction period to achieve Substantial Completion followed by a 60-day period to achieve Final Completion. The Contractor's Notice-To-Proceed is projected for March 2019 with Final Completion in December 2022.

Proposed Budget

Hazen will perform the above Scope of Services on an hourly basis with a maximum not-to-exceed limit. The maximum not-to-exceed limit is based on the hourly billing rates established in the Agreement multiplied by the hours per employee. The maximum not-to-exceed limit for the contract period is summarized in the following table along with an estimated breakdown by task.

Task	Estimated Task Fee
Task 1 – Construction Phase Engineering Services	$1,185,960
Task 2 – RPR Observation Services	$ 610,200
Task 3 – Discipline Specific Site Visits	$ 231,586
Task 4 – Materials Testing Services	$ 153,392
Task 5 – Startup and Close-out Services	$ 173,940
TOTAL NOT TO EXCEED FEE TASKS 1 – 5	**$2,355,078**

Thank you for the opportunity to be of service to the City of Cartersville. Please do not hesitate to call if you have any questions or would like to discuss our proposal in more detail. We look forward to working with you and the rest of the Cartersville staff on this very important project.

Sincerely,

Pat Rogers, PE
Vice President

cc: K. Smeby

32407-000

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
HSPB#2 Stabilization – Change Order #2

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recomendation:	The High Service Pump Building Number 2 (HSPB#2) Stabilization Project is coming to a close. On 12/13/18, the Number 3 (HSP#3) and Number 4 (HSP#4) pumps were test run after reassembly. Each pump is powered by a 2,300 Volt – 1,000 horsepower motor and capable of pumping 18 million gallons per day (MGD). The medium voltage high horsepower motors that power the pumps can produce damaging amounts of heat under certain operating conditions and must be protected. In order to protect the motors from self-destruction, a motor protection relay (MPR) is installed to constantly monitor power quality and motor component temperature. If an abnormal condition is observed, the relay cuts power to the motor and reports the issue to the operator. This is standard equipment on all high horsepower medium-to-high voltage equipment. Our existing GE Multilin 169 and 269 MPRs are original to the building which was constructed in 1992. HSP#3 started and ran as expected, but HSP#4 did not. The fault was traced back to the Multilin monitoring HSP#3 as it was not the correct unit for that application. This change order is for installation of two Multilin 869 MPRs to bring both devices up to the current standard. The old 169 model is no longer supported by General Electric and the 269 model, while still supported, is considered obsolete. SOL Construction has provided the attached Change Order #2 to install two new Multilin 869 MPRs. Additionally, the change order extends the contract with SOL by 60 days to accommodate the lead time for the equipment. I recommend approval of this change order in the amount of $22,909.00. With this second change order, the new contract total will be $1,332,600.25 and the project remains under budget.
City Manager's Remarks:	The HSPB #2 Stabilization project is still under budget with this change order. Your approval of the change order is recommended.
Financial/Budget	All expenses associated with this project are paid from account

Certification:	505.3310.54.2326 HSPB #2 Stabilization.
Legal:	
Associated Information:	

CONTRACT MODIFICATION

Owner: CITY OF CATERSVILLE, GEORGIA

Contractor: SOL CONSTRUCTION, LLC

Change Order No. 2 Date: DECEMBER 17, 2018

Project: CATERSVILLE WTP HSPS REHABILITATION (HSPS #2) / HSPB #2 STABILIZATION PROJECT

W&S Project No.: 027-16-122 Owners Project No.: 505.3310.54.2326

Description of Changes:

1. To hire GE Grid Solutions, LLC as a sub-contractor to replace the existing 169 and 269 Multilins (Motor Protection Relays) for both Pumps 3 & 4 at HSPS #2. The work to be performed is outlined in the attached proposal from GE Grid Solutions, LLC.
   Total cost increase = $ 22,909.00

Additional days added to the contract 60 Calendar Days. Completion date is Feb. 26, 2019.

	Total Contract Cost
Original Contract Amount	$ 1,193,475.00
Change Order # 1, Total net Add	$ 116,216.25
Change Order # 2, Total net Add	$ 22,909.00
Revised Final Contract Amount	**$ 1,332,600.25**

This Change is Acceptable To: SOL CONSTRUCTION, LLC, Contractor

Signed: ______________________________ Title______________________ Date:___________

Approval of Change Requested By: CITY OF CARTERSVILLE, GEORGIA, Owner

Signed: ______________________________ Title______________________ Date:_________

Recommended By: WIEDEMAN AND SINGLETON, INC., Engineer

Signed: ______________________________ Title______________________ Date:_________

CORRESPONDENCE RELATED TO CHANGE ORDER NO. 2

From: Sol Construction LLC
4120 Presidential Parkway, Suite 115
Atlanta, GA 30340

Proposal for Modification No. 10

To Owner	**Cartersville Water Department** **City of Cartersville, GA** PO Box 1390 148 Walnut Grove Road Cartersville, GA 30120	Via	**Ahmed Annaim, PE** **Weideman & Singleton, Inc.** 3091 Governors Lake Drive Suite 430 Norcross, GA 30071
Project	Water Treatment Plant High Service Pump Station Rehabilitation (HSPS #2), W&S Project #027-16-122		
Date:			
Drawings	E.01	Specifications	16000
Short Description	Links system for Existing Pumps		

Description of change:
Supply and install new Link system by GE

Amount of change	$22,909.00

This amount is within the amount of the owner's allowances.

Submitted by:

Jose E. Suarez, "Kiko". Sol Construction

Approved by City of Cartersville:

Name: Date:

Name: Date:

Name: Date:

Sol Construction
Atlanta, GA

Project:	Water Treatment Plant High Service Pump Station Rehal
Change Order request no:	10
Date:	12/14/.18
Description:	Links system for Existing Pumps

Item No	1	Description:			
Unit		Quantity		Unit Price	

Materials	Unit	Quantity	Unit Price	Extension
Parts by GE	LS	1.00	$11,092	$11,092
				$0
				$0
				$0
				$0
			Subtotal	$11,092
		Tax	7%	$776
			Materials	$11,868

Equipment Rental	Unit	Quantity	Unit Price	Extension
				$0
				$0
				$0
			Subtotal	$0
		Tax	7%	$0
		Equipment Rental		$0

Labor	Unit	Quantity	c	Extension
Superintendent	HR	0.00	$85.00	$0
Equipment Operator	HR		$45.00	
Tech I	HR		$35.00	
Tech II	HR		$30.00	
Field Engineer	HR		$55.00	
			Subtotal	$0
			Labor	$0

Subcontracted Work	Unit	Quantity	Unit Price	Extension
GE Grid Solutions	LS	1.00	$9,950	$9,950
			Subcontract	$9,950

Additional Days	0

Subtotal material, labor and equipment		$11,868
Contractor's Mark Up (M, L, E)	5%	$593
Subtotal Subcontractor's work		$9,950
Contractor's Mark Up (sub)	5%	$498
Subtotal		$22,909
Total		$22,909

GE Grid Solutions, LLC
650 Markland Street, Cachet Corporate
Markham, ON L6C 0M1, Canada
T 905 294 6222
F 905 201 2098

December 17, 2018

Sol Construction, LLC
4120 Presidential Pkwy. Suite 115
Atlanta, GA 30340

Re: Upgrade installed 169 and 269 to 869 Motor Protection Relays

Attn: Jose "Kiko" Suarez
E jsuarez@solconstructionllc.com

Dear Mr. Suarez,

As per your above referenced request, we're pleased to quote you the following bill of material and scope of work:

I. PARTS TO BE SUPPLIED

QTY	DESCRIPTION	PART NUMBER	UNIT PRICE	LINE TOTAL
2	Motor Protection Relays	869-E-P5-NN-G5-H-S-S-A-L-N-G-S-P-F-B-1E-C-W-B-N	$5,545.80	$11,091.60
			TOTAL	**$11,091.60**

II. SERVICES TO BE PROVIDED

SERVICES DETAILS	HUMAN RESOURCES	TIME	RATE (USD)	EXTENDED PRICE (USD)
FSE CONSULTING		**DAYS**	**RATE**	
Convert settings files from old relays to 869, testing of settings	1	1	$ 1,500.00	$ 1,500.00
Note: settings calculations not included				
FSE COMMISSIONING				
Remove 1-169 and 1-269 relays, modify panel, install, test and	1	3	$ 1,500.00	$ 4,500.00
commission 2-869's (Note: 8 hr/day on weekdays)				
FSE PARTS				
2- Adapter plates				$ 400.00
FSE TSTEQ				
Test equipment rental and shipping		3	$ 400.00	$ 1,200.00
FSE T&L		**HRS**	**RATE**	
Travel Time (estimated)		8	$ 75.00	$ 600.00
Travel & Living Expenses (estimated plus 15%)		1	$1,500.00	$ 1,750.00
TOTAL (ESTIMATED)				**$ 9,950.00**

GE Grid Solutions, LLC
650 Markland Street, Cachet Corporate
Markham, ON L6C 0M1, Canada
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Notes:
Work scope:

- Remove the old 169 & 269P relays
- Install and wire new 869 relays
- Download and convert existing 169 & 269P settings and load them up into the 869s
- INCLUDED IF SETTINGS ARE PROVIDED - Program voltage dependent settings in 869s
- Test and commission new 869 relays.

Assumptions:

1. This quotation assumes all activities will be carried out during a normal 8-hour business day. Overtime hours will be charge for at our published overtime and weekend rates.
2. Any documentation will be supplied by GE in softcopy pdf format via e-mail.
3. GE Multilin is not responding to a specification as part of this proposal.
4. Customer agrees to support GE DE EHS program requirements for site visits if needed. Customer to advise of any required safety training (fees are not included) and PPE requirements in advance of the site visit.
5. Site visits normally require a minimum of 3 weeks advanced notice for scheduling purposes.
6. GE Standard Terms and Conditions for Sale of Products and Services, Form ES104 (Rev4), July 2011, apply to this quotation and are considered a part thereof.
7. Delivery is subject to prior sale and the project schedule and deliverables will be agreed to upon receipt of a valid customer purchase order.

If this quotation meets your approval, please have a PO issued for the parts and services outlined above. The order should be made out to General Electric Company, 4200 Wildwood Parkway, Atlanta, GA 30339, USA.

This quotation is subject to GE's Standard Terms and Conditions, attached as a separate document

The time required for this support is an estimate. If more time is required, we will request a modification to the purchase order accordingly at the time of service. If less time is required a corresponding adjustment will be made at the time of invoicing. Please see the attached payment terms for our billing of extended working hours.

Note that a 90-day warranty period applies to Services activities.

This quotation expires in thirty (30) calendar days from the date of issuance unless terminated sooner by notice.

Should you have any questions please feel free to contact me. I look forward to servicing Sol Construction, LLC for the Clarence B Walker Water Treatment Plant project requirements and continue developing a mutually beneficial relationship.

Regards,

Eduardo Iglesias
Regional Sales Manager
GE Grid Solutions, LLC
T + 1 305 593 4367

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650 Markland Street, Cachet Corporate
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Terms and Conditions for Sale of Products and Services Form ES 104 (Rev. 4)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. If the Contract Price is less than U.S. Two Hundred Fifty Thousand Dollars ($250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is U.S. Two Hundred Fifty Thousand Dollars ($250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to a matching extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export

GE Grid Solutions, LLC
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T 905 294 6222
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(Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

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650 Markland Street, Cachet Corporate
Markham, ON L6C 0M1, Canada
T 905 294 6222
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6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of $2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of $2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to

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uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or

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Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US $10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute

to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following:

(a) if the Buyer's pertinent place of business is in the U.S, legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Cobb County, Georgia or the location of Buyer's principal place of business; or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. $5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 and/or the nuclear use restrictions set forth in Section 19.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 16.2.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form ES 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves

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substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

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City Council Meeting
1/17/2019 7:00:00 PM
November 2018 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached are the financial reports and cash position report for November 2018.
City Manager's Remarks:	Tom R will present this information on Thursday.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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MONTHLY SUMMARY
As of November 30, 2018

	FY 2017-18 MONTH OF November-17	FY 2018-19 MONTH OF November-18	FY 2017-18 Year to Date November-17	FY 2018-19 Year to Date November-18	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$2,681,657	$3,231,628	$10,352,101	$11,956,811	48.77%
EXPENDITURE	$2,171,778	$2,222,847	$10,603,933	$10,440,145	42.58%
Gen. Fund Net Profit (Loss)	**$509,879**	**$1,008,781**	**($251,832)**	**$1,516,666**	
WATER & SEWER					
REVENUE	$1,544,348	$1,669,653	$8,222,710	$9,673,235	24.11%
EXPENDITURE	$1,036,676	$1,389,253	$6,095,835	$7,666,015	19.11%
Wtr. & Swr. Fund Net Profit (Loss)	**$507,672**	**$280,400**	**$2,126,875**	**$2,007,220**	
GAS					
REVENUE	$1,797,861	$2,044,156	$7,453,362	$8,315,444	23.12%
EXPENDITURES	$1,778,136	$3,107,736	$8,536,010	$11,210,354	31.17%
Gas Fund Net Profit (Loss)	**$19,725**	**($1,063,580)**	**($1,082,648)**	**($2,894,910)**	
ELECTRIC					
REVENUE	$3,629,371	$3,755,147	$20,887,906	$21,910,045	44.60%
EXPENDITURES	$3,709,189	$3,621,345	$19,527,340	$19,742,552	40.19%
Electric Fund Net Profit (Loss)	**($79,818)**	**$133,802**	**$1,360,566**	**$2,167,493**	
STORMWATER					
REVENUE	$123,391	$124,104	$629,189	$624,995	39.14%
EXPENDITURE	$133,640	$150,282	$565,075	$880,964	55.16%
Stormwater Fund Net Profit (Loss)	**($10,249)**	**($26,178)**	**$64,114**	**($255,969)**	
SOLID WASTE					
REVENUE	$200,116	$205,030	$1,005,201	$1,028,811	38.83%
EXPENDITURE	$396,644	$360,507	$1,164,869	$1,212,633	45.76%
Solid Waste Fund Net Profit (Loss)	**($196,528)**	**($155,477)**	**($159,668)**	**($183,822)**	
FIBER OPTICS					
REVENUE	$168,261	$178,821	$916,375	$924,203	43.59%
EXPENDITURE	$125,773	$263,188	$847,073	$989,957	46.69%
Fiber Fund Net Profit (Loss)	**$42,488**	**($84,367)**	**$69,302**	**($65,754)**	

	Description	11/30/2018	FY 2019 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$11,956,810**	**$24,516,865**	**48.77%**
	GO Bond Proceeds from School	$0	$0	#DIV/0!
	Property Taxes-City Portion Only	$2,057,448	$2,600,910	79.10%
	Local Option Sales Tax (LOST)	$1,778,714	$3,860,000	46.08%
	Other Taxes	$4,069,958	$8,463,870	48.09%
	Building Permit & Inspection Fees	$185,008	$390,000	47.44%
	Fines and Forfeitures	$177,636	$560,000	31.72%
	Operating Transfers In-City Utilities	$1,285,712	$3,322,395	38.70%
	Other Revenues	$2,402,334	$5,319,690	45.16%
	Total Expenditures	**$10,440,144**	**$24,516,865**	**42.58%**
	Personnel Expenses	$7,243,020	$17,103,135	42.35%
	Operating Expenses	$2,871,295	$6,561,830	43.76%
	Capital Expenses	$97,979	$396,200	24.73%
	GO Bond Proceeds from School		$0	#DIV/0!
	Debt Pymt - JDA/CBA		$0	#DIV/0!
	Library Appropriations	$227,850	$455,700	50.00%
Water & Sewer Fund	**Total Revenues**	**$9,673,235**	**$40,113,000**	**24.11%**
	Water Sales	$5,938,303	$11,535,000	51.48%
	Sewer Sales	$3,091,945	$6,365,000	48.58%
	Bond Proceeds		$20,675,000	0.00%
	Use of Reserves		$0	#DIV/0!
	Prior Year Capacity Fees		$810,000	0.00%
	Other Revenues	$642,987	$728,000	88.32%
	Total Expenditures	**$7,666,015**	**$40,113,000**	**19.11%**
	Personnel Expenses	$1,503,211	$3,752,260	40.06%
	Operating Expenses	$1,555,641	$7,821,745	19.89%
	Capital Expenses	$2,261,713	$23,030,000	9.82%
	Transfer To General Fund	$865,760	$2,077,820	41.67%
	Debt Payments	$1,479,690	$3,431,175	43.12%
Gas Fund	**Total Revenues**	**$8,315,444**	**$35,962,150**	**23.12%**
	Gas Sales	$6,996,323	$20,512,960	34.11%
	Gas Commodity Charge	$628,659	$1,300,000	48.36%
	Bond Proceeds	$0	$0	#DIV/0!
	Proceeds from Capital Leases	$104,389	$132,500	78.78%
	Other Revenues	$586,073	$2,325,000	25.21%
	Use of Reserves	$0	$1,840,375	0.00%
	Use of Borrowed Funds	$0	$9,851,315	0.00%
	Total Expenses	**$11,240,354**	**$35,962,150**	**31.26%**
	Personnel Expenses	$880,908	$2,182,270	40.37%
	Operating Expenses	$925,279	$2,340,740	39.53%
	Purchase of Natural Gas	$5,818,653	$16,757,775	34.72%
	Transfer to General Fund	$1,279,510	$3,070,825	41.67%
	Capital Expenses	$2,336,004	$11,610,540	20.12%

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	Description	11/30/2018	FY 2019 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$21,910,045**	**$49,126,240**	**44.60%**
	Electric Sales	$21,201,040	$47,679,830	44.47%
	Other Revenues	$709,005	$1,446,410	49.02%
	Total Expenses	**$19,742,552**	**$49,126,240**	**40.19%**
	Personnel Expenses	$1,042,459	$2,504,675	41.62%
	Operating Expenses	$593,249	$1,602,575	37.02%
	Purchase of Electrcity	$16,590,547	$40,911,645	40.55%
	Capital Expenses	$399,362	$1,426,705	27.99%
	Transfer to General Fund	$1,116,935	$2,680,640	41.67%
Stormwater Fund	**Total Revenues**	**$624,995**	**$1,597,000**	**39.14%**
	Stormwater Revenues	$615,822	$1,466,000	42.01%
	Mitigation Grant Revenue	$0	$0	#DIV/0!
	Other Revenues	$9,173	$11,000	83.39%
	Proceeds from Capital Leases	$0	$120,000	0.00%
	Use of Reserves	$0	$0	#DIV/0!
	Stormwater Improvement Funds	$0	$0	#DIV/0!
	Total Expenses	**$880,964**	**$1,597,000**	**55.16%**
	Personnel Expenses	$307,407	$757,185	40.60%
	Operating Expenses	$272,822	$605,860	45.03%
	Capital Expenses	$300,735	$233,955	128.54%
Solid Waste Fund	**Total Revenues**	**$1,028,811**	**$2,649,715**	**38.83%**
	Refuse Collections Revenues	$1,003,417	$2,405,515	41.71%
	Other Revenues	$25,394	$52,200	48.65%
	Proceeds From Capital Leases	$0	$192,000	0.00%
	Total Expenses	**$1,212,633**	**$2,649,715**	**45.76%**
	Personnel Expenses	$500,787	$1,149,185	43.58%
	Operating Expenses	$635,271	$1,308,530	48.55%
	Capital Expenses	$76,575	$192,000	39.88%
Fiber Optics Fund	**Total Revenues**	**$924,203**	**$2,120,110**	**43.59%**
	Fiber Optics Revenues	$837,637	$1,871,000	44.77%
	GIS Revenues	$47,800	$113,200	42.23%
	Proceeds from Capital Leases	$0	$35,000	0.00%
	Other Revenues	$38,766	$100,910	38.42%
	Total Expenses	**$989,957**	**$2,120,110**	**46.69%**
	Personnel Expenses	$323,575	$729,540	44.35%
	Operating Expenses	$299,482	$859,080	34.86%
	MEAG Telecom Statewide Pymt	$0	$0	0.00%
	Debt Payment	$3,580	$9,650	0.00%
	Capital Expenses	$363,320	$521,840	69.62%

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Cash Position	6/30/18	7/31/18	8/31/18	9/30/18	10/31/18	11/30/18	12/31/18
Total Unrestricted Cash Balance	$27,699,226.98	$26,571,134.06	$26,389,847.12	$27,032,966.13	$27,406,222.25	$26,970,196.33	
Total Restricted Cash Balance	$186,916,760.41	$187,377,463.67	$189,028,383.61	$189,456,699.01	$187,133,412.86	$188,789,832.60	

Cash Position	1/31/19	2/28/19	3/31/19	4/30/19	5/31/19	6/30/19
Total Unrestricted Cash Balance						
Total Restricted Cash Balance						

Highlights for the Month of November 2018:
Unrestricted cash decreased due to increases in the general, water, and electric funds. The following funds cash decreased: stormwater, solid waste, fiber, gas, and garage funds.

Resticted cash increased due to increases in cash in the following funds: Hotel Motel Tax, Vehicle Rental Tax, and Debt Service, Federal DEA, GO Parks & Rec Bond Payment Fund, SPLOST 2014, and Pension Funds.

City Council Meeting
1/17/2019 7:00:00 PM
Adjourn

SubCategory:	None
Department Name:	Administration
Department Summary Recomendation:	City Council meeting will be adjourned.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
1/17/2019 7:00:00 PM
Appeal to Animal Control Board

SubCategory:	None
Department Name:	Administration
Department Summary Recomendation:	This is an appeal to be heard by the Animal Control Board after the City Council meeting is adjourned.
City Manager's Remarks:	The hearing will be held after the Council meeting is adjourned.
Financial/Budget Certification:	
Legal:	
Associated Information:	