



## Utility Committee Meeting

### AGENDA

December 5, 2017

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I. **CALL TO ORDER**

II. **MATTERS BEFORE COMMITTEE**

1. [Purchase - Water Materials for 2016 CDBG](#)

III. **ADJOURN**



## Utility Committee Meeting

### AGENDA

December 5, 2017

**Item:**

Purchase - Water Materials for 2016 CDBG

**Department:****Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Water Material Info](#)



**To:** City Council, Committee, City Administrator  
**From:** Rodney Middlebrooks, Director of Water & Gas  
**Department:** Water Distribution  
**Date:** 11/30/2017  
**Description:** Approval is being sought for the purchase of water material for the 2016 CDBG.

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**Budget Account/Project Name:** Capital Improvement Project

**Funding Source:** 2017 Budget (CIP)

**Budget Allocation:** \$250,000.00

**Budget Available:** \$250,000.00

**Requested Expense:** \$68,568.32

**Company of Purchase:** Core & Main

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**Recommendation:**

Staff recommends the APPROVAL of this request based on the information provided for the purchase of water material needed for the completion of the 2016 CDBG along 5th & 6th streets. Bids were sought per policy. No other bids were provided.

**Background:** The City elected to install the water lines alongside the contractor to lower the bid price from \$1,649,923.00 to \$1,141,188.00, a difference of \$508,735.00.

**Attachment(s):**

Request – 1 page

Quotation – 5 page



Formerly HD Supply Waterworks

# Bid Proposal for 2016 CDBG PROJECT / 5TH AND 6TH

CUSTOMER	<b>CITY OF MONROE</b> CITY OF MONROE WATER WORKS 205 EAST MARABLE STREET MONROE, GA 30655	<b>Job</b> 2016 CDBG PROJECT / 5TH AND 6TH Bid Date: 11/27/2017 04:00 p.m. Bid #: 456819
	CONTACT	<b>Sales Representative</b> Stephen Benton (T) 706-227-4070 (F) 706-227-4080 Stephen.Benton@coreandmain.com
NOTES		



Formerly HD Supply Waterworks

## Bid Proposal for 2016 CDBG PROJECT / 5TH AND 6TH

CITY OF MONROE

Bid Date: 11/27/2017 04:00 p.m.

Core &amp; Main Bid #: 456819

Core &amp; Main

625A Hancock Ind Way

Athens, GA 30605

Phone: 706-227-4070

Fax: 706-227-4080

Seq#	Qty	Description	Units	Price	Ext Price
10		<b>8" DR14</b>			
20	3220	8 C900 DR14 PVC PIPE BLUE (G) MARKINGS PC305	FT	8.69	27,981.80
				<b>SUBTOTAL</b>	<b>27,981.80</b>
Average price per				<b>EA</b>	<b>27,981.80</b>
30		<b>8" GATE VALVE ASSEMBLY</b>			
40	5	8 A2361-23 MJ RW GV OL L/ACC	EA	680.10	3,400.50
50	5	CONCRETE VALVE MARKERS	EA	13.50	67.50
60	5	CONCRETE VALVE JACKET COLLAR VP24R	EA	13.50	67.50
70	10	8" SIP EZGRIP DI JT REST&ACC'S	EA	40.34	403.40
80	5	562-S VLV BOX W/LID M/WATER	EA	40.00	200.00
				<b>SUBTOTAL</b>	<b>4,138.90</b>
Average price per				<b>EA</b>	<b>4,138.90</b>
90		<b>8X6 TAPPING SLEEVE AND VALVE</b>			
100	2	FAST-700-6A 6X6 SS TAP SLV CARBON STEEL FLG,OD 6.60-7.00	EA	431.78	863.56
110	2	6 T2361-19 MJ RW TAP VLV OL ON	EA	677.08	1,354.16
120	2	CONCRETE VALVE MARKERS	EA	13.50	27.00
130	2	CONCRETE VALVE JACKET COLLAR VP24R	EA	13.50	27.00
140	2	562-S VLV BOX W/LID M/WATER	EA	40.00	80.00
150	2	6" SIP EZGRIP DI JT REST&ACC'S	EA	29.60	59.20
160	2	8X6 LEMJ REDUCER (I) DI C153	EA	61.11	122.22
170	2	8" SIP EZGRIP DI JT REST&ACC'S	EA	40.34	80.68
				<b>SUBTOTAL</b>	<b>2,613.82</b>
Average price per				<b>EA</b>	<b>2,613.82</b>
180		<b>FIRE HYDRANT ASSEMBLY</b>			
190	10	A423 5-1/4VO HYD 4'0"B 6MJ NST MUELLER O/L	EA	1,484.00	14,840.00
200	10	6 A2361-23 MJ RW GV OR L/ACC	EA	419.43	4,194.30
210	10	6X13 MJ ANCH CPLG (I) DI C153	EA	64.00	640.00
220	10	562-S VLV BOX W/LID M/WATER	EA	40.00	400.00
230	10	CONCRETE VALVE JACKET COLLAR VP24R	EA	13.50	135.00
240	10	6" HYDRANT ASSEMBLY ACC SET W/3 GASK,14 B&N & 4 NR B&N	EA	30.72	307.20
				<b>SUBTOTAL</b>	<b>20,516.50</b>
Average price per				<b>EA</b>	<b>20,516.50</b>
250		<b>8X6 HYD TEE'S</b>			
260	10	8X6 MJXSWIVEL TEE(I)CP DI C153	EA	83.44	834.40
270	20	8" SIP EZGRIP DI JT REST&ACC'S	EA	40.34	806.80
				<b>SUBTOTAL</b>	<b>1,641.20</b>
Average price per				<b>EA</b>	<b>1,641.20</b>
280		<b>SERVICE MATERIAL</b>			
290	69	313-090507-000 8X3/4CC SADDLE EPOXY W/E-G BALES 7.69-9.05 OD	EA	27.13	1,871.97
300	69	FB1000-3QNL 3/4 BALLCORP CCXQJ NO LEAD	EA	44.13	3,044.97
310	69	B43-232WQNL COMP X METER SWIVE L NUT BALL VALVE (NO LEAD)	EA	41.08	2,834.52
320	69	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	9.00	621.00
330	69	RUSSELL LC528T 11-1/2 X 17 LID W/ 1-7/8" HOLE	EA	10.56	728.64
340	2100	3/4X100' CTS MUNICIPEX PIPE 200 PSI #261056-100	FT	0.98	2,058.00





Formerly HD Supply Waterworks

## Bid Proposal for 2016 CDBG PROJECT / 5TH AND 6TH

Bid #: 456819

Seq#	Qty	Description	Units	Price	Ext Price
350	11	14GA TRACER SOLID WIRE 500'	EA	47.00	517.00
SUBTOTAL					11,676.10
Average price per					EA 11,676.10
Sub Total					68,568.32
Tax					0.00
Total					68,568.32

**TERMS AND CONDITIONS OF SALE ("Terms")**

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Seller expressly reserves its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights language which may be contained in any future agreements between the Parties hereto. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice are hereby waived by Buyer.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

**Consolidated Pipe & Supply, Inc.**  
**10887 Old Atlanta Hwy**  
**Covington, Ga 30014**  
**Phone (678)342-7666**  
**Fax (678)342-9666**

**Customer:** City of Monroe  
**Job Name:** 2016 CDBG Project / 5th & 6th Streets  
**Location:** Monroe, Ga  
**Bid Date:** 11/20/2017

<u>Item#</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Water Material</u>				
* PVC Pipe *				
( C900 PVC Pipe sold in 20' joints )				
3224	8"	C900 DR14/PC305 PVC Pipe	\$ 8.77	\$ 28,274.48
* 8" MJ Gate Valve Assemblies *				
5	8"	MJ A2361-23 MJ x MJ Gate Valve OL	\$ 676.00	\$ 3,380.00
10	8"	EZ Grip MJ Restraint Gland for PVC (Imp)	\$ 33.00	\$ 330.00
10	8"	MJ Regular Accessory Pack Less Gland (Imp)	\$ 10.00	\$ 100.00
5	562S	24-36 Screw Type CI Valve Box (Imp)	\$ 41.00	\$ 205.00
5		Concrete Valve Box Pad/Collar	\$ 13.00	\$ 65.00
5		Concrete Valve Marker	\$ 13.00	\$ 65.00
* 6"x 6" Tapping Assemblies w/Fittings to 8"*				
2	6"x 6"	SS Tapping Sleeve w/CS Flange	\$ 444.00	\$ 888.00
2	6"	MU T2361-19 MJ x Flg Tapping Valve OL	\$ 605.00	\$ 1,210.00
2	6"	MJ Regular Accessory Pack Less Gland (Imp)	\$ 9.00	\$ 18.00
2	562S	24-36 Screw Type CI Valve Box (Imp)	\$ 41.00	\$ 82.00
2		Concrete Valve Box Pad/Collar	\$ 13.00	\$ 26.00
2		Concrete Valve Marker	\$ 13.00	\$ 26.00
* Fittings to Step-up to 8" *				
2	6"x 13"	Swivel x Solid Anchor Cplg C153 CL TC (Imp)	\$ 76.00	\$ 152.00
2	8"x 6"	MJ Reducer C153 CL TC (Imp)	\$ 38.00	\$ 76.00
2	8"	EZ Grip MJ Restraint Gland for PVC (Imp)	\$ 33.00	\$ 66.00
2	8"	MJ Regular Accessory Pack Less Gland (Imp)	\$ 10.00	\$ 20.00



**Consolidated Pipe & Supply, Inc.**

**Customer:** City of Monroe  
**Job Name:** 2016 CDBG Project / 5th & 6th Streets  
**Location:** Monroe, Ga  
**Bid Date:** 11/20/2017

**Water Material - Continued****\* Fire Hydrant Assemblies \***

10	8"x 6" MJ x Swivel Hyd Tee C153 CL TC (Imp)	\$ 96.00	\$ 960.00
20	8" EZ Grip MJ Restraint Gland for PVC (Imp)	\$ 33.00	\$ 660.00
20	8" MJ Regular Accessory Pack Less Gland (Imp)	\$ 10.00	\$ 200.00
10	6" MU A2361-23 MJ x MJ Gate Valve OL	\$ 424.00	\$ 4,240.00
10	6" Hydrant Accessory Pack (Imp)	\$ 35.00	\$ 350.00
10	562S 24-36 Screw Type CI Valve Box (Imp)	\$ 41.00	\$ 410.00
10	Concrete Valve Box Pad/Collar	\$ 13.00	\$ 130.00
10	6"x 13" Swivel x Solid Anchor Cplg C153 CL TC (Imp)	\$ 76.00	\$ 760.00
10	5-1/4VO MU A423 3-Way 6" MJS 4'-6" Bury Hyd OL	\$ 1,537.00	\$ 15,370.00

**\* Service Material \***

69	8"x 3/4" CC DS Saddle for PVC	\$ 29.00	\$ 2,001.00
69	3/4" MU B25008 N CC x CTS Comp Ball Corp	\$ 46.37	\$ 3,199.53
69	3/4" MU B24350R N CTS Comp x Meter Nut Curb Stop	\$ 44.67	\$ 3,082.23
69	D-1200 Standard Plastic Meter Box	\$ 10.00	\$ 690.00
69	CI Meter Box Lid for D-1200 Meter Box	\$ 10.00	\$ 690.00
2070	3/4" MuniciPex Tubing CTS ( 100' or 500' Rolls )	\$ 1.10	\$ 2,277.00

**\* Misc \***

5500	14GA "Blue" Tracer Wire for Water	\$ 0.10	\$ 550.00
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**Total Material Bid****\$ 70,553.24****\*\*\* Bid Terms & Conditions \*\*\***

This quotation is our interpretation of the plans & specs provided. However, this list of material is in no way guaranteed & unit prices will govern throughout. Material warranties are those offered by the material manufacturers only, no other warranties are offered or implied. All sales are subject to credit approval & to the terms & conditions of Consolidated Pipe & Supply, Inc.

- 1) Prices are firm for 30 days from the bid date.
- 2) FOB: Job site.
- 3) Payment Terms: Net 30 days.