



Utility Committee Meeting

AGENDA

June 6, 2017

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Purchase - Ground Penetrating Radar](#)
2. [Approval - Windstream Relocation Agreement](#)
3. [Approval - CDBG 2018 Grant Writing Agreement](#)
4. [Approval - Highway 78 Jack and Bore](#)
5. [Approval - Purchase and Installation of VFD](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

June 6, 2017

Item:

Purchase - Ground Penetrating Radar

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [GPR Purchase Info](#)



To: Utility Committee, City Council

From: Chris Bailey, Purchasing Agent

Department: Electric, Cable, Water, Sewer, Gas, Stormwater

Date: 5/16/17

Description: A request is being made for the purchase of a Ground Penetrating Radar (GPR) Radiodetection (RD) 1100 with large wheel set and main leads. This equipment is used for locating underground utilities and detects the approximate size of the utility and actual depth. This purchase comes with free hands-on-training and free loan equipment should the unit ever need to be serviced or repaired. The quoted price is for \$13,500.00 from C&S Solutions East.

Budget Account/Project Name: 520-526-04600-00531-532660

Funding Source: 2017 Electric Budget – System R/M Inside

Budget Allocation: \$75,000.00

Budget Available: \$61,470.98

Requested Expense: \$13,500.00

Company of Purchase: C&S Solutions East

Recommendation:

Staff recommends the approval of this request for the GPR unit for use with locating underground utilities. This will eliminate the need to rent the equipment (\$500 per week) or request contract service (\$300 to \$600 per day) to locate utilities that normal detection equipment will not locate, or provide approximate size and actual depth. Over the past year, the City has spent approximately \$3,000.00 on the above-mentioned service, if available at the requested time. The purchase follows the requirements of the Procurement Policy as three (3) quotes were provided.

Background:

It is the practice of the City of Monroe to continually take proactive action to keep the systems and equipment operating efficiently in order to remain within acceptable parameters for the treatment of wastewater.

Attachment(s):

Quotes – 3 pages

C&S SOLUTIONS EAST

MONROE GA OFFICE Phone: 770-500-4485 Fax: 888-235-3140

Date	Sales Representative	Quote Number	Ship Via
5/2/2017	BRADLEY SORRELLS	246	

QUOTATION

Account # _____

Company City of Monroe

Phone 404-427-1754

Attention Chris Schmitt

Mobile _____

Address 215 N. Broad St

Fax _____

Email cschmitt@monroega.gov

City Monroe

State GA Zip 30655

Terms NET 10 DAYS

Qty	Item #	Name	Price	Total
1	10/RD1100LGW-US	RD 1100 GPR with Large Wheel Set and Mains Lead	\$13,500.00	\$13,500.00
	FREIGHT	SHIPPING AND HANDLING	Free	
	INCLUDED FREE	FREE ONSITE TRAINING FREE LOANER IF EQUIPMENT GOES IN FOR SERVICE C&S SOLUTIONS IS AUTHORIZED REPAIR FACILITY ADDRESS ANY QUESTIONS TO BRADLEY SORRELLS 770-500-4485		
Sub Total				\$13,500.00
Taxes 0.000%				
TOTAL				\$13,500.00

QUOTE GOOD FOR 30 DAYS

Prices quoted include: delivery in our truck, on-site training (minimum 2 hours) of your personnel and manufacturer's warranty of one year (90 days) parts and labor. In addition to the manufacturer's warranty, C&S Solutions East will provide free loaner equipment anytime your equipment needs to be sent in for repair (in or out of manufacturer's warranty period).

Corporate: PO BOX 829 LEXINGTON SC 29071 Phone: 770-500-4485 Fax: 888-235-3140

Item # 1

Green Equipment Co
2563 Gravel Dr, Fort Worth TX 76118

Date	Sales Representative	Quote Number	Ship Via
5/2/2017	Dan Kemper	5072	

QUOTATION

Account # _____

Company City of Monroe Utilities

Phone 404-427-1754

Attention Chris Schmit

Mobile _____

Address _____

Fax _____

Email cschmitt@monroega.gov

City Monroe

State GA Zip 30655

Terms _____

Qty	Item #	Name	Price	Total
1	10/RD1100LGW-US	RD 1100 GPR with Large Wheel Set and Mains Lead	\$14,030.00	\$14,030.00
	FREIGHT	SHIPPING AND HANDLING	\$189.23	\$189.23
Sub Total				\$14,219.23
Taxes 0.000%				
TOTAL				\$14,219.23

QUOTE GOOD FOR 30 DAYS

Prices quoted include: delivery in our truck, on-site training (minimum 2 hours) of your personnel and manufacturer's warranty of one year (90 days) parts and labor. In addition to the manufacturer's warranty, Green Equipment Company will provide free loaner equipment anytime your equipment needs to be sent in for repair (in or out of manufacturer's warranty period).

Corporate: 2563 Gravel Dr, Fort Worth, TX 76118 Phone: 817-589-2704

Item # 1



Eastcom Associates, Inc.
 1214 Route 28 North Branch, NJ 08876
 Phone: (908) 722-7774
 Fax: (908) 722-9299
www.EastcomAssoc.com

QUOTATION

Quotation #: GA5217ED

Date: May 2, 2017

Company: City of Monroe

E-Mail: cschmitt@monroega.gov

Part No.	Item Description	Item Price
10/RD1100-US	RD1100 GPR System	\$14,000.00
	Includes: - 250MHz Ultra Wide Band Antenna - 8" High Resolution, Touch Screen Display - 12V Battery and Battery Box - Rugged, Lightweight, Rough Terrain Cart w/12" Wheels - Screen Capture and GPS Data Collection - DynaQ - Spatial Filtering Software	
FREIGHT	Estimated Shipping Charges	\$300.00

Sales Tax: For Shipments to NJ or NY, Add Applicable Local Sales Tax

Payment Terms: Net 30 Days (w/approved credit) or Credit Card

Delivery: 2 Weeks

Freight: UPS Insured, Freight Charges Prepaid and Added to Invoice

Quote Validity: 30 Days

Thank you for your interest in our products and the opportunity to provide this quotation. Please contact us with any questions or to place an order.

Prepared By: Eric Denslow



Utility Committee Meeting

AGENDA

June 6, 2017

Item:

Approval - Windstream Relocation Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [Windstream Relocation Info](#)



To: Utility Committee

From: Logan Propes, City Administrator & Brian Thompson, Telecommunications Director

Department: TELECOMMUNICATIONS

Date: 06/06/2017

Description: NORTH BROAD STREET WINDSTREAM RELOCATION AGREEMENT

Budget Account/Project Name: n/a

Funding Source: SPLOST

Budget Allocation: n/a Allocated in each dept. n/a

Budget Available: n/a Allocated in each dept. n/a

Requested Expense: \$23,498.41 Company of Purchase: n/a

Recommendation:

Staff recommends that the Council authorize the Mayor to execute the relocation agreement with Windstream.

Background: The N. Broad LCI project entails the needed relocation of Windstream services attached to various poles within the scope of the project. It will be the City's responsibility to pay for these relocations. The total fee for telecommunications relocation is \$23,498.41.

Attachment(s): Windstream Relocation Agreement and supporting documentation



AGREEMENT FOR PAYMENT FOR WORK

As signatory for The City of Monroe, I acknowledge that the work described under this agreement is to be completed for the benefit of The City of Monroe and at The City of Monroe's request. The City of Monroe understands that it is the responsibility of The City of Monroe to pay those costs incurred by Windstream Communications to complete the work requested.

If this work authorization is cancelled subsequent to Windstream acceptance, The City of Monroe will be responsible for payment of all engineering costs incurred by Windstream prior to actual work being performed.

Further, if changes are made at The City of Monroe's request, The City of Monroe will be responsible for any additional costs incurred by Windstream after the initial cost estimate(s) have been prepared.

The City of Monroe acknowledges and agrees to pay the estimated charges as stated on the attachment to this Agreement prior to the commencement of any work by Windstream. The City of Monroe will be responsible for paying for actual charges that exceed the estimated costs.

Payment should be made in the form of a certified check or money order, payable to Windstream Communications.

[COMPANY]

By: _____ Print Name: _____

Title: _____ Date: _____

IF THIS AGREEMENT IS NOT SIGNED AND ACCEPTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE ESTIMATED COSTS PROVIDED FOR THIS AGREEMENT, THE ESTIMATED COSTS ASSOCIATED WITH THIS AGREEMENT ARE NULLIFIED AND INVALID AND A NEW AGREEMENT WILL BE REQUIRED WITH UPDATED COSTS

For Business Customers Only

Corporations/Limited Liability Companies (LLC):

Agreement must be signed by an officer of the corporation or company or by an authorized employee of the corporation or company.

Partnership/Limited Liability Partnerships (LLP):

Agreement must be signed by a partner or by an authorized employee of the partnership.

Municipalities or Governmental Agencies:

Agreement must be accompanied by a certified resolution authorizing the official signing this Agreement to execute on behalf of the municipality or governmental entity. The resolution should not be signed by the same official signing this Agreement.



ESTIMATED COSTS

Requesting Party:	Keck & Wood, Inc. – for The City of Monroe
Contact Name:	Robert Renwick, P.E.
Contact Phone:	678-417-4017
Contact Email:	rrenwick@keckwood.com
Address:	3090 Premiere Parkway Suite 200
City:	Duluth
State:	Georgia
Zip Code:	30097

Reason for Work:	
Work Description:	This work estimate is in response to The City of Monroe's request for Windstream to remove existing aerial facilities and to relocate aerial facilities on to new power poles along North Broad Street for The City of Monroe's Streetscape PI# 0011641 project. Cost estimate includes all required labor and materials for placing, splicing, cutover, and removals. WO# 704269270-00039

COST ESTIMATE:

	Amount
Engineering Labor	\$ 1,316.76
Material Cost	\$ 6,031.17
Construction Labor	\$
Contractor Labor Cost	\$ 16,150.48
	\$
	\$
	\$
TOTAL COST TO BE PAID	\$ 23,498.41

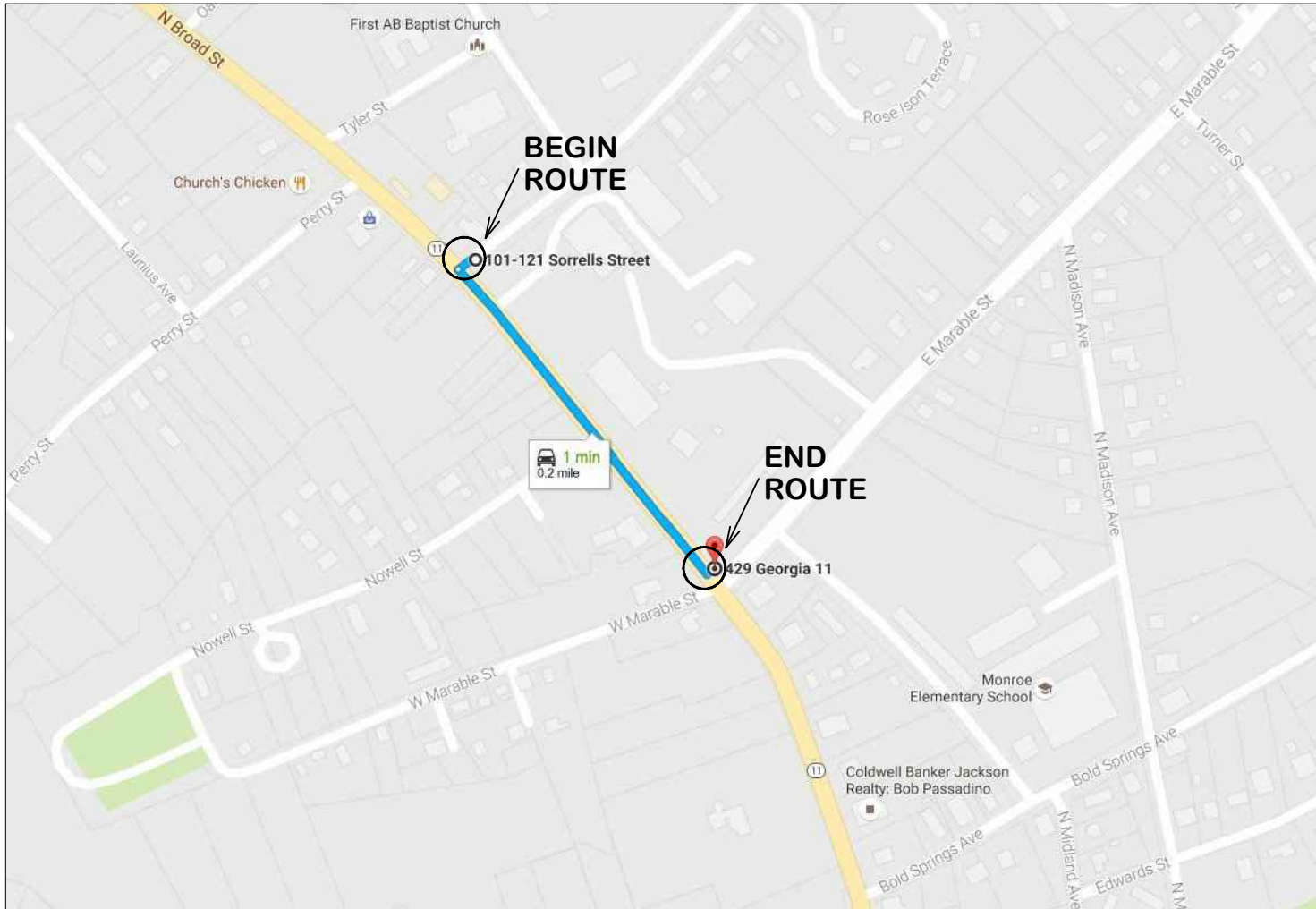
Note: Cost estimate does not include applicable state and local taxes. Applicable taxes will be included when invoiced.

Windstream Contact:

Contact Name:	Jay Halgat
Contact Phone:	770-267-6102
Contact Email:	Jay.halgat@windstream.com
Address:	3375 Ga Hwy 11 North

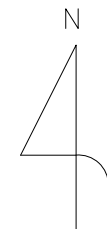
City:	Monroe
State:	Georgia
Zip Code:	30656

**UPON RECEIPT OF THIS SIGNED AGREEMENT AND PAYMENT, WINDSTREAM
WILL COMMENCE THIS PROJECT.**



VICINITY MAP

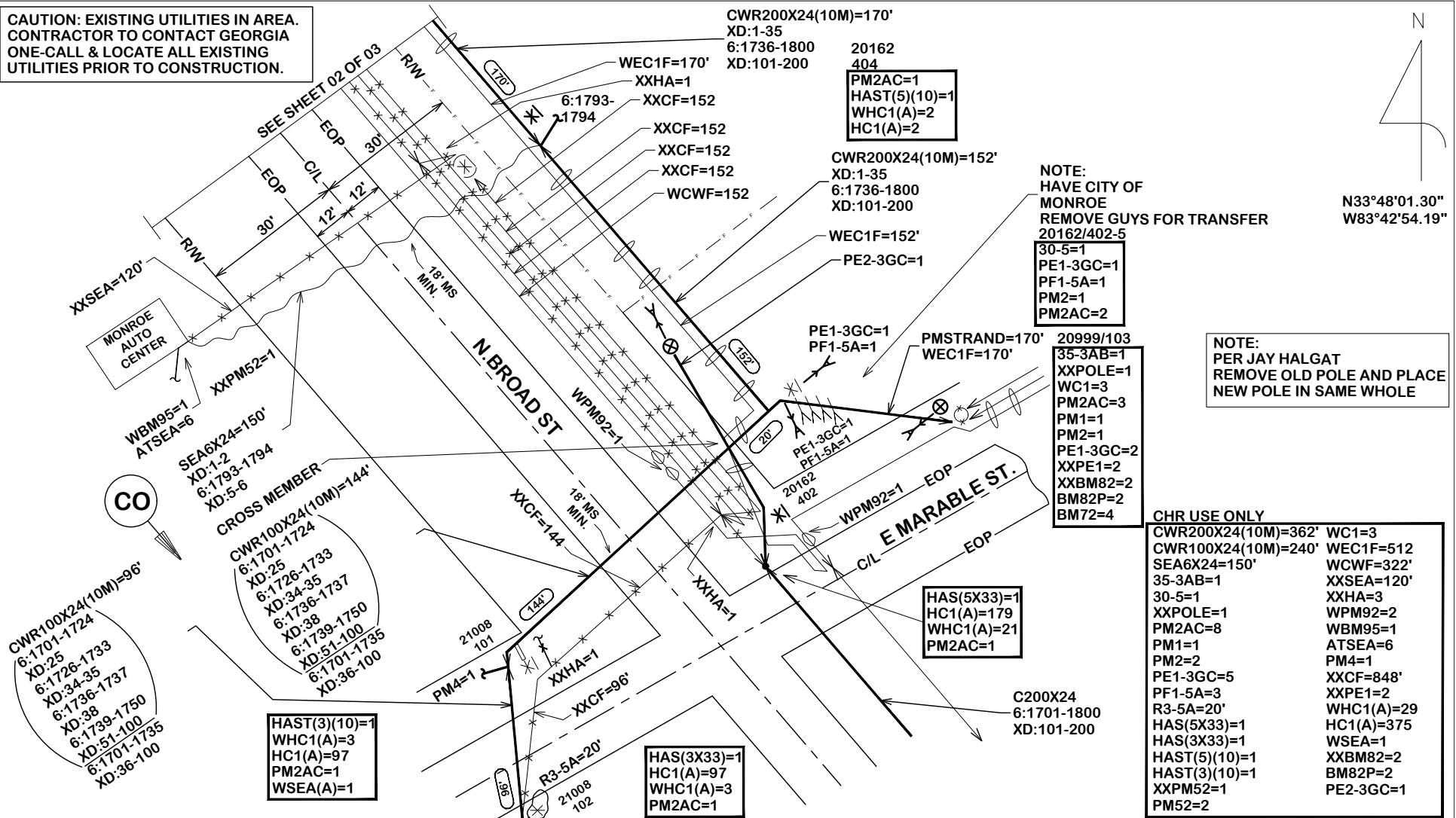
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AWGF:			Date:	Revision #:	Permit Req <input type="checkbox"/>
Geo Block:			Engineer: JAY HALGAT	Revision Date:	MOP Req <input type="checkbox"/>
Tax District:	Project Manager:	Circuit ID:	Phone No: 770-267-6102	Sheet 01 of 01	Joint Work Req <input type="checkbox"/>
Requested By:	Operations Manager:				



windstream



CAUTION: EXISTING UTILITIES IN AREA.
CONTRACTOR TO CONTACT GEORGIA
ONE-CALL & LOCATE ALL EXISTING
UTILITIES PRIOR TO CONSTRUCTION.

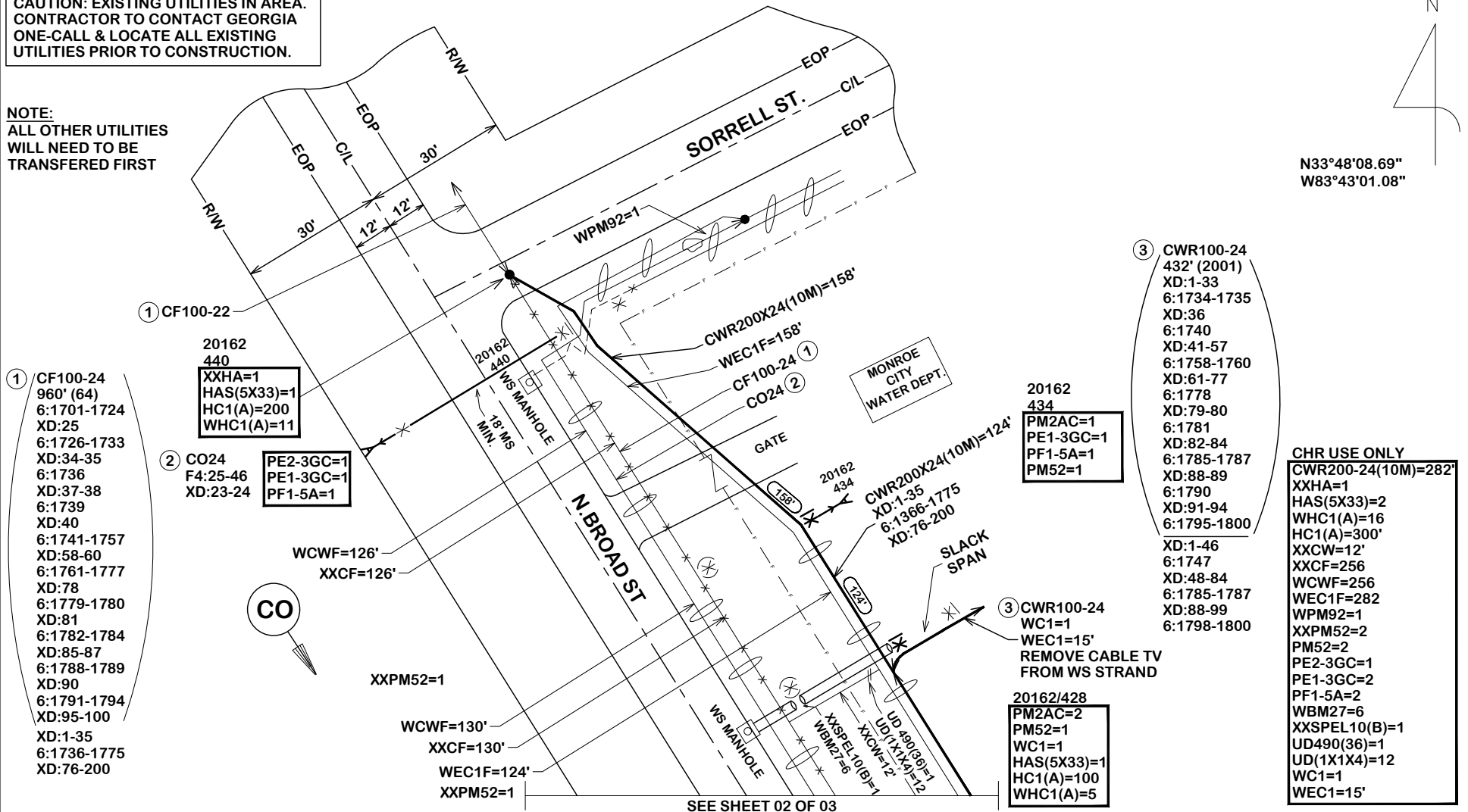


FTBB:	Job Description: RL MONR GA N. BOARD ST	Customer/Other Contacts:	Work Order #: 704269270-00039	Exchange: MONR GA District: NORTH EAST	Cut Sheet Req <input type="checkbox"/>
AWGF:			Date:	Revision #:	Permit Req <input type="checkbox"/>
Geo Block:			Engineer: JAY HALGAT	Revision Date:	MOP Req <input type="checkbox"/>
Tax District:	Project Manager:		Phone No: 770-267-6102	Sheet 01 of 03	Joint Work Req <input type="checkbox"/>
Requested By:	Operations Manager:	Circuit ID:			



CAUTION: EXISTING UTILITIES IN AREA.
CONTRACTOR TO CONTACT GEORGIA
ONE-CALL & LOCATE ALL EXISTING
UTILITIES PRIOR TO CONSTRUCTION.

NOTE:
ALL OTHER UTILITIES
WILL NEED TO BE
TRANSFERRED FIRST

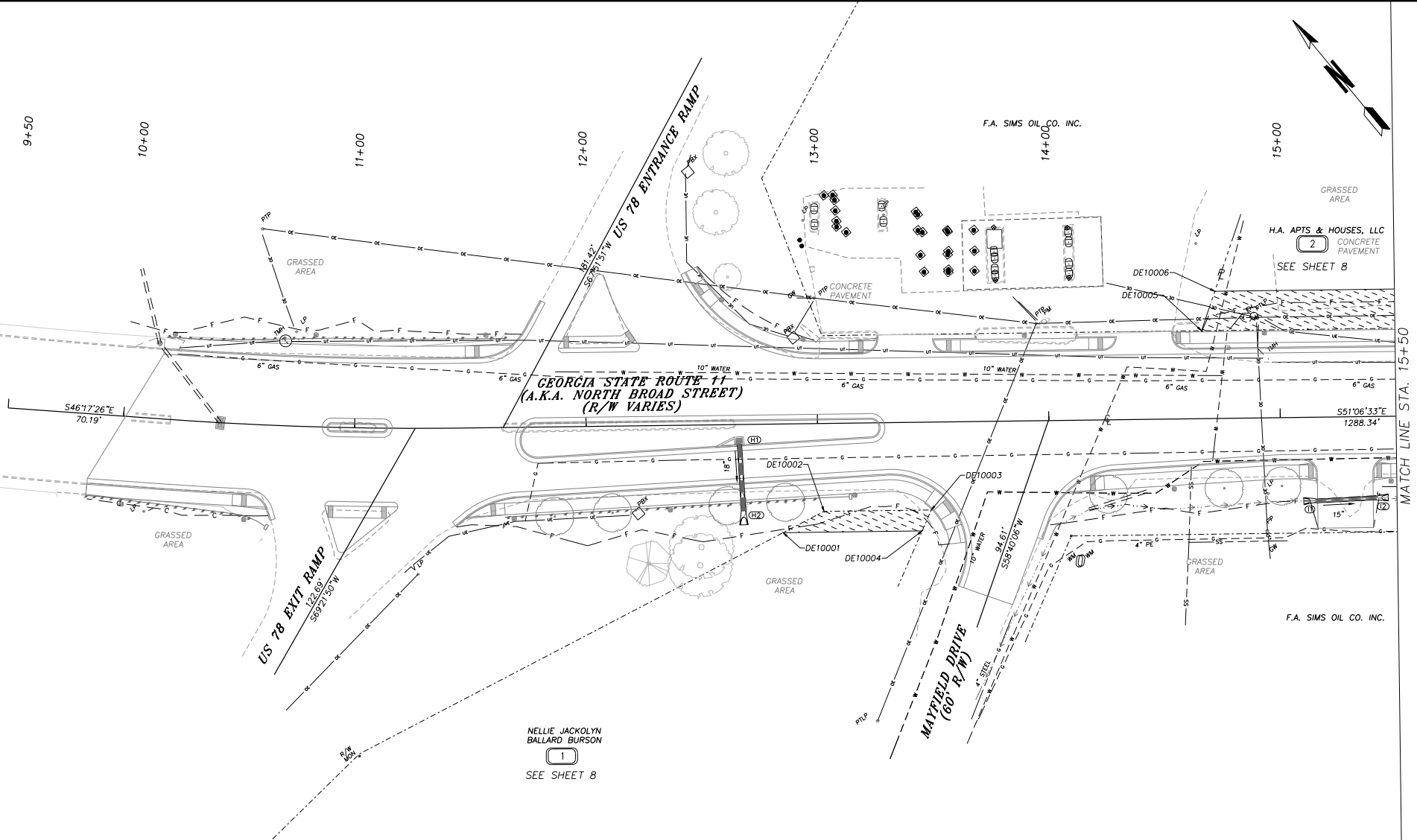


SEE SHEET 02 OF 03

FTBB:	Job Description: RL MONR GA N.BROAD ST	Customer/Other Contacts:	Work Order #: 704269270-00039	Exchange: MONR GA District: NORTH EAST	Cut Sheet Req <input type="checkbox"/>
AWGF:			Date:	Revision #:	Permit Req <input type="checkbox"/>
Geo Block:			Engineer: JAY HALGAT	Revision Date:	MOP Req <input type="checkbox"/>
Tax District:	Project Manager:		Phone No: 770-267-6102	Sheet 03 of 03	Joint Work Req <input type="checkbox"/>
Requested By:	Operations Manager:	Circuit ID:			

CHR USE ONLY
CWR200-24(10M)=282'
XXHA=1
HAS(5X33)=2
WHC1(A)=16
HC1(A)=300'
XXCW=12'
XXCF=256
WCWF=256
WEC1F=282
WPM92=1
XXPM52=2
PM52=2
PE2-3GC=1
PE1-3GC=2
PF1-5A=2
WBM27=6
XXSPEL10(B)=1
UD490(36)=1
UD(1X1X4)=12
WC1=1
WEC1=15'

windstream



PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS
 RECD R/W AND LIMIT OF ACCESS

020'40'

SCALE: 1" = 20'

Keck & Wood, Inc.

ENGINEERS SURVEYORS PLANNERS

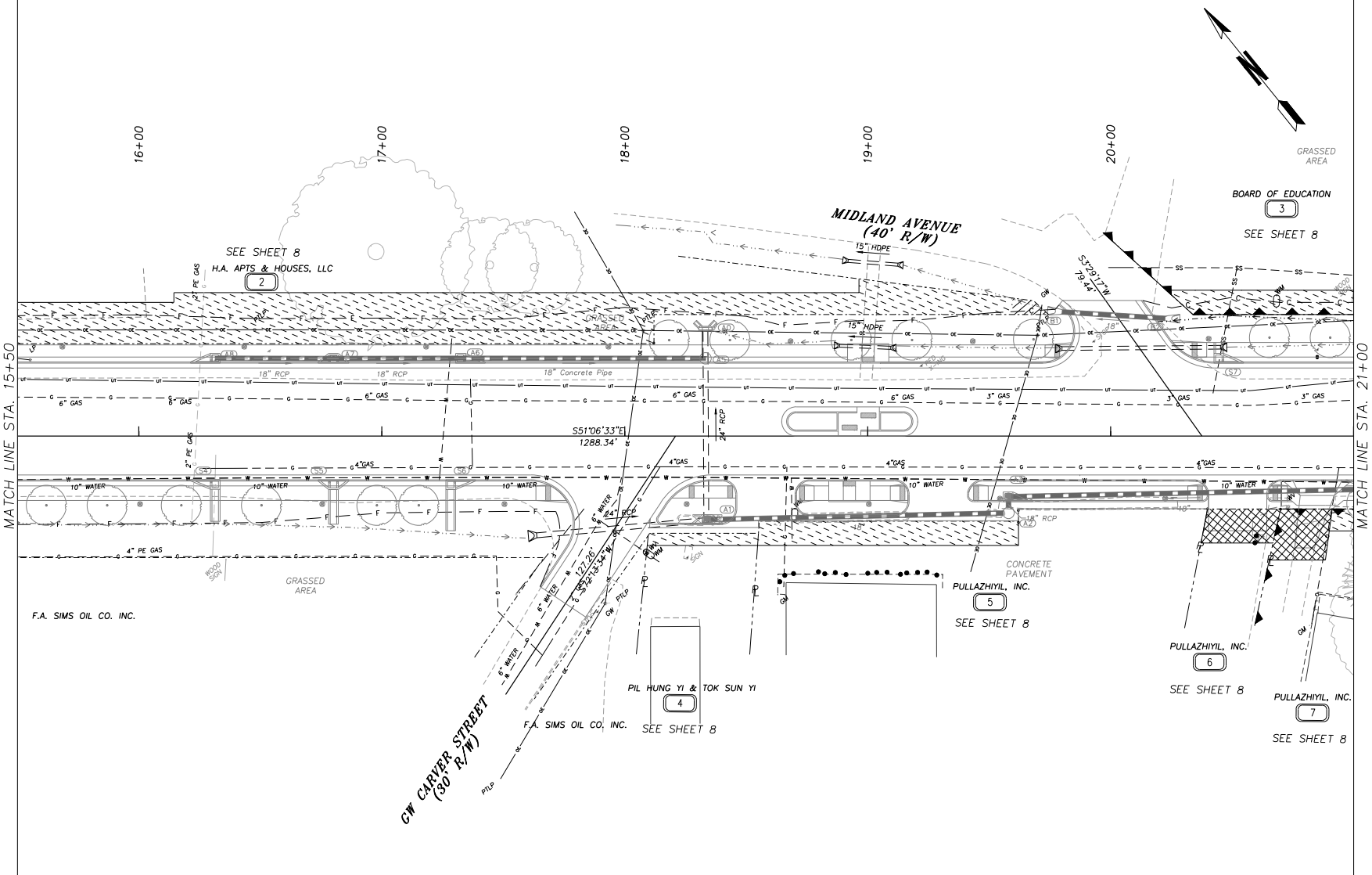
2700 PREMIERE PARKWAY SUITE 900
DUBLUTH, GEORGIA 30007 (678) 417-4000

DATE	REVISIONS

CITY OF MONROE, GEORGIA
 SR 11 FM CS 645/MARABLE ST.
 TO SR 10/US 78
 UTILITY PLAN
 PROJECT: P.I. 0011641

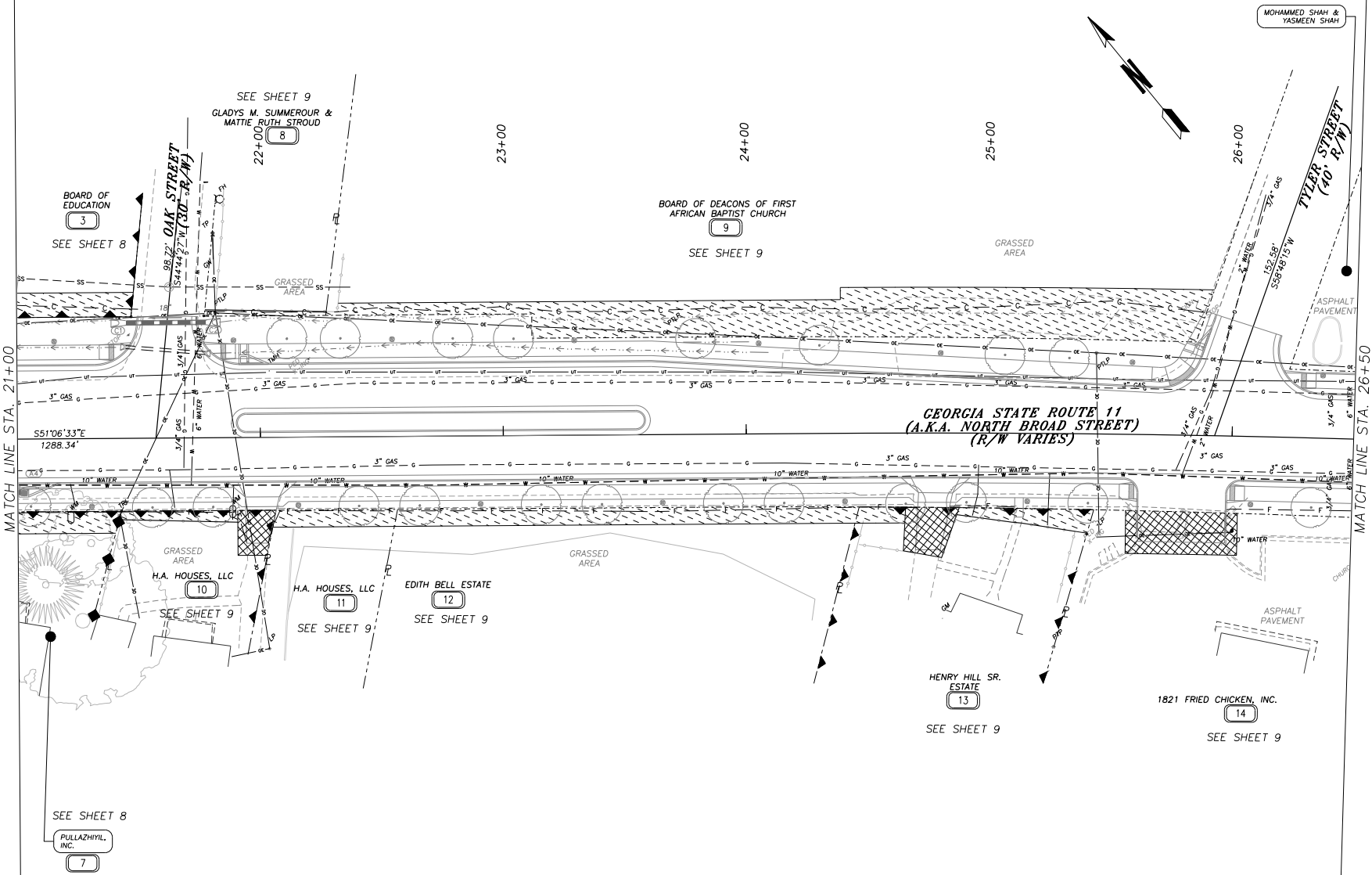
DRAWING NO.
 24-01

Item # 2



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS RECD R/W AND LIMIT OF ACCESS	 Keck & Wood, Inc. ENGINEERS SURVEYORS PLANNERS <small>2700 PREMIERE PARKWAY, SUITE 900 DULUTH, GEORGIA 30097 (678) 417-4000</small>	DATE	REVISIONS	CITY OF MONROE, GEORGIA SR 11 FM CS 645/MARABLE ST. TO SR 10/US 78 UTILITY PLAN PROJECT: P.I. 0011641	DRAWING NO. 24-02	

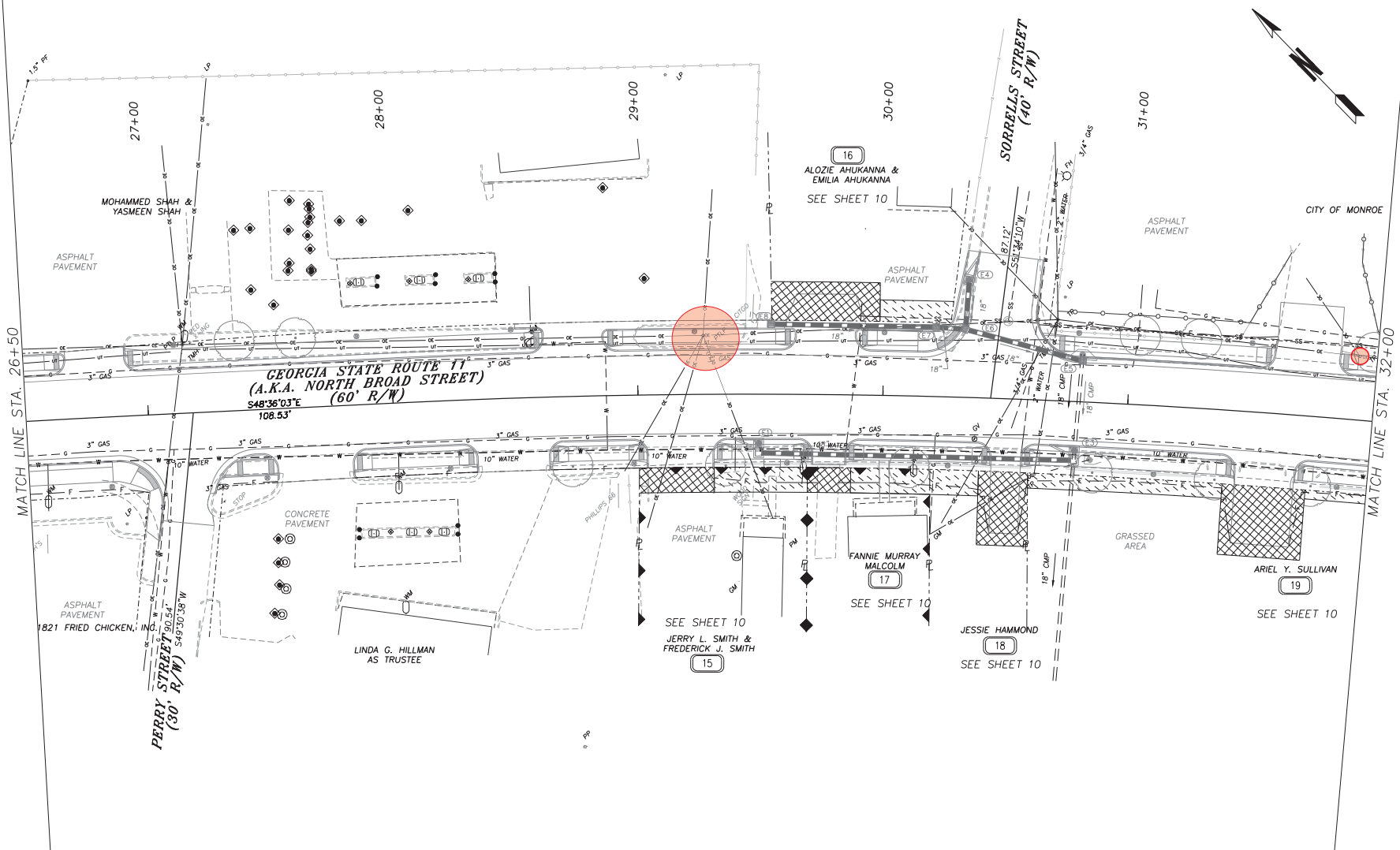
Item # 2



PROPERTY AND EXISTING R/W LINE ———— REQUIRED R/W LINE ———— CONSTRUCTION LIMITS ———— EASEMENT FOR CONSTR ———— & MAINTENANCE OF SLOPES ———— EASEMENT FOR CONSTR OF SLOPES ———— EASEMENT FOR CONSTR OF DRIVES ————	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS ———— RED R/W AND LIMIT OF ACCESS ————	 SCALE: 1" = 20'	 Keck & Wood, Inc. ENGINEERS SURVEYORS PLANNERS <small>2700 PREMIERE PARKWAY SUITE 900 DULUTH, GEORGIA 30097 (678) 417-4000</small>	DATE	REVISIONS	CITY OF MONROE, GEORGIA
						SR 11 FM CS 645/MARABLE ST. TO SR 10/US 78
						UTILITY PLAN
						PROJECT: P.I. 0011641

DRAWING NO.
24-03

Item # 2



PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS
 RECD R/W AND LIMIT OF ACCESS

0 20' 40'

SCALE: 1" = 20'

Keck & Wood, Inc. ENGINEERS SURVEYORS PLANNERS
 2700 PREMIERE PARKWAY SUITE 900
 DULUTH, GEORGIA 30097 (678) 417-4000

DATE	REVISIONS

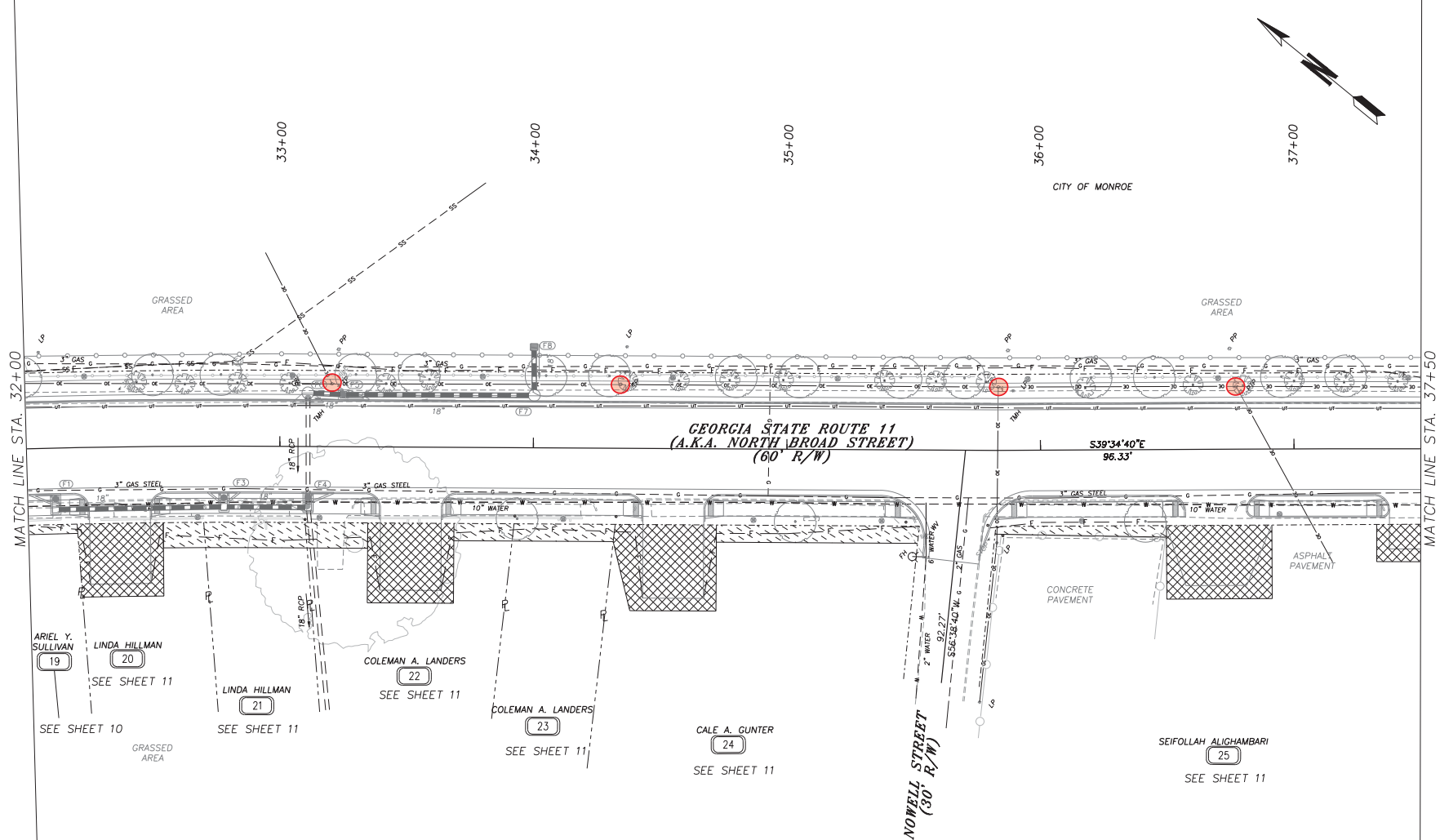
CITY OF MONROE, GEORGIA
 SR 11 FM CS 645/MARABLE ST.
 TO SR 10/US 78

UTILITY PLAN

PROJECT: P.I. 0011641

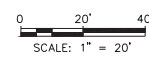
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24-04

Item # 2



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RED R/W AND LIMIT OF ACCESS



Keck & Wood, Inc. ENGINEERS SURVEYORS PLANNERS
2700 PREMIERE PARKWAY SUITE 900
DULUTH, GEORGIA 30097 (678) 417-4000

DATE	REVISIONS

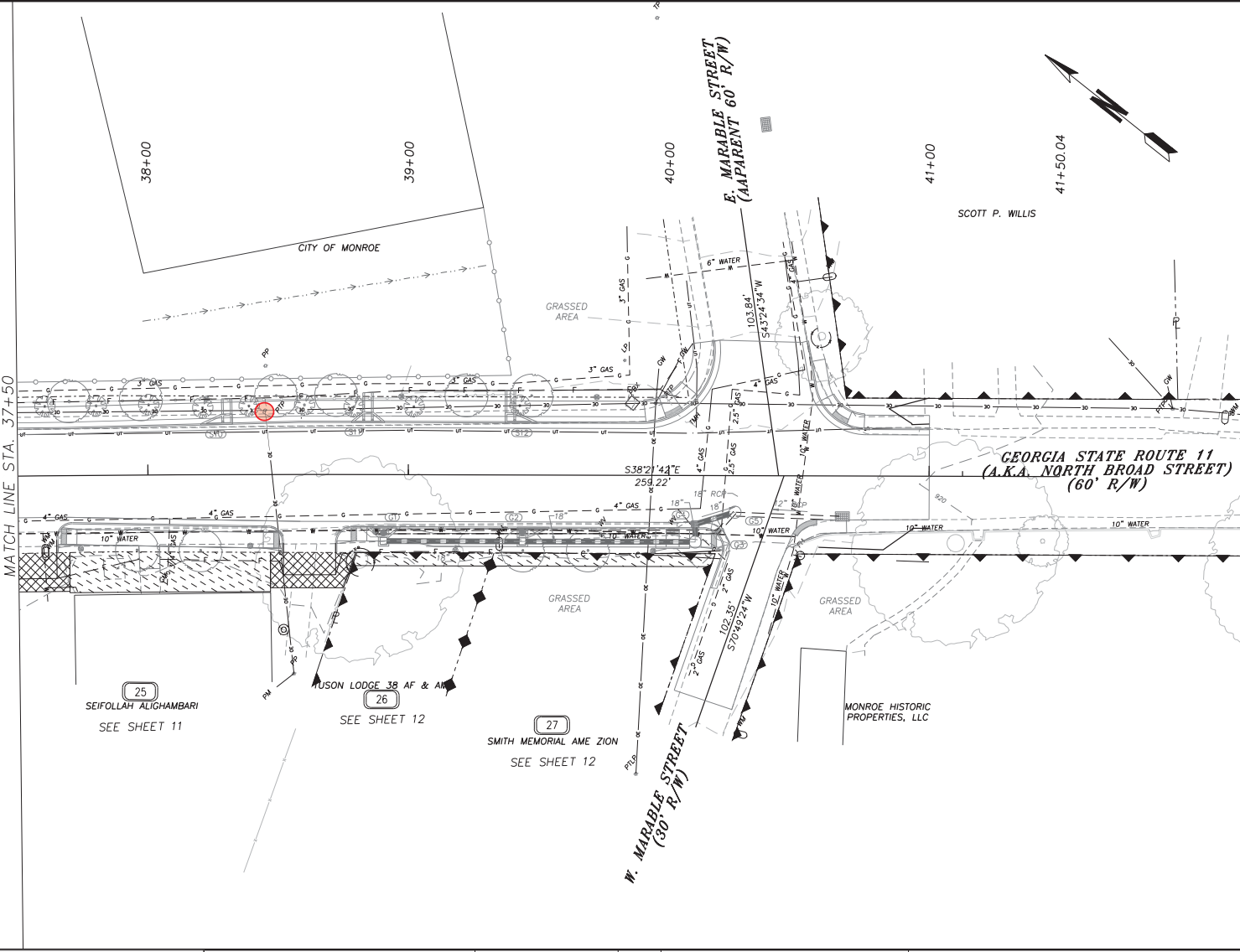
CITY OF MONROE, GEORGIA
SR 11 FM CS 645/MARABLE ST.
TO SR 10/US 78

UTILITY PLAN

PROJECT: P.I. 0011641

DRAWING NO.
24-05

Item # 2



<p>PROPERTY AND EXISTING R/W LINE -----E-----</p> <p>REQUIRED R/W LINE -----F-----</p> <p>CONSTRUCTION LIMITS -----C-----</p> <p>EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES -----S-----</p> <p>EASEMENT FOR CONSTR OF SLOPES -----D-----</p> <p>EASEMENT FOR CONSTR OF DRIVES -----X-----</p>	<p>BEGIN LIMIT OF ACCESS.....BLA</p> <p>END LIMIT OF ACCESS.....ELA</p> <p>LIMIT OF ACCESS -----L-----</p> <p>RECD R/W AND LIMIT OF ACCESS -----M-----</p>	<p>0 20' 40'</p> <p>SCALE: 1" = 20'</p>	<p>Keck & Wood, Inc. ENGINEERS SURVEYORS PLANNERS</p> <p>2700 PREMIERE PARKWAY SUITE 900 DUBLIN, GEORGIA 31007 (678) 417-4000</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	DATE	REVISIONS															<p>CITY OF MONROE, GEORGIA</p> <p>SR 11 FM CS 645/MARABLE ST. TO SR 10/US 78</p> <p>UTILITY PLAN</p> <p>PROJECT: P.I. 0011641</p>
DATE	REVISIONS																				



Utility Committee Meeting

AGENDA

June 6, 2017

Item:

Approval - CDBG 2018 Grant Writing Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [CDBG 2018 Grant Writing Agreement](#)



To: Utility Committee

From: Logan Propes, City Administrator, Rodney Middlebrooks, WSG Director

Department: Water, Sewer, & Gas

Date: 06/06/2017

Description: GRANT WRITING AGREEMENT FOR FY 2018 CDBG APPLICATION

Budget Account/Project Name: CDBG 18

Funding Source: 520-527-04330-00521-521300: Utility Sewerage Collection – Technical Consulting

Budget Allocation: \$2,500 Allocated in each dept. n/a

Budget Available: \$2,500 Allocated in each dept. n/a

Requested Expense: \$10,000 Company of Purchase: n/a

Recommendation:

Staff recommends that the Council authorize the Mayor to execute the grant writing agreement with Allen-Smith Consulting for the FY 2018 CDBG application.

Background: As with the FY 2016 CDBG for which the City was awarded \$500,000 for sewer rehabilitation work on 5th and 6th streets, this application for the FY 2018 CDBG will potentially allow for additional sewer rehabilitation funding for the City.

Fees for this service are \$10,000 with \$4,000 of the total fee payable for the initial project readiness assistance phase.

The budget line for the technical consulting will be amended from other operational department line items at a later date after all initial project costs are tallied.

Attachment(s): Grant writing agreement

Patsy Allen



Debra Smith

405 Nunnally Farm Road
Monroe, GA 30655

Voice (770) 207.0142
Fax (770) 207.0159

June 6, 2017

The Honorable Greg Thompson, Mayor
City of Monroe
215 N. Broad Street
P.O. Box 1249
Monroe, Georgia 30655

Re: FY 2018 Community Development Block Grant (CDBG) Application

Dear Mayor Thompson:

Allen-Smith Consulting (ASC) is pleased to present this letter of agreement to prepare a FY 2018 Community Development Block Grant (CDBG) application for City (Client). As you know, Allen-Smith Consulting is a Georgia small business specializing in CDBG application preparation and CDBG grant administration. We are sure you will agree that a well-planned project leads to a successfully completed project, and Allen-Smith believes in working with the City and its Project Engineer to develop a well-planned project.

SECTION 1 – ASC GRANT WRITING SERVICES

Allen-Smith Consulting proposes to write a Community Development Block Grant (CDBG) application and as part of this agreement will perform the following:

- A. Work with the Client to identify and prepare the most competitive project.
- B. Prepare the publication notice and supporting documents for the required public hearing as well as conduct the public hearing.
- C. Interview local representatives and other parties involved in the project.
- D. Draft letters of support and commitment for third parties as well as a Commitment Resolution for the Client.
- E. Assist in documenting low-to-moderate income (LMI) data required for the grant application by preparing a LMI survey form, LMI survey tally sheet and an organized LMI survey notebook.
- F. Plan and attend a Field Day with Client and Engineer interviewing residents and staff and taking photographs.
- G. Format photographs of the project and present them keyed to a map in the grant application.
- H. Gather information to document the need for and the activities of the proposed project from any and all sources.
- I. Submit an original and three copies of the grant application to the Georgia Department of Community Affairs on or before the deadline date as well as providing a copy to the Client(s).

**FY 2018 Community Development Block Grant (CDBG)
Grant Application Preparation
Page 2**

As part of this agreement, ASC will also work with the Client to review the Preliminary Engineering Report (PER) and assist to make sure it meets all of the CDBG requirements. ASC will work with the Client in the planning stages to identify specific needs, define goals and objectives for the project as well as review the PER's conclusions and recommendations.

Once the Preliminary Engineering Report is completed, ASC will incorporate the report into the grant application along with support and need letters, maps, photographs, articles and other relevant and required information.

Our Fee for the above Grant Writing services will be Six Thousand Dollars (\$6,000.00).

SECTION 2 – PROJECT READINESS ASSISTANCE

To score additional "project readiness" points, Allen-Smith Consulting will prepare and complete the HUD required federal Section 106, Section 7 of the Endangered Species Act (ESA), and National Environmental Policy Act (NEPA) Environmental Reviews and as part of this agreement will perform the following:

- A. Obtain environmental information from all parties related to the project and project site.
- B. Prepare the required Historic Preservation Division (HPD) and Tribal Consultation documents and submit to appropriate agencies for review.
- C. Prepare required Section 7 Consultation documentation for the ESA, re: Northern Long Eared Bat
- D. Once HPD, ESA, and Tribal approvals have been achieved, ASC will prepare required NEPA documents (HUD - Format II) to complete the Environmental Review Record.
- E. Prepare Notice of Early Public Review and Notice of Explanation for publication for Wetlands and Floodplain and coordinate publication with Client, if applicable.
- F. Prepare Concurrent Notice (Finding of No Significant Impact & Request for Release of Funds) for publication in the local newspaper and coordinate with Client for publication.
- G. Prepare Request for Release of Funds Form for execution by the Client and submittal to DCA for clearance.
- H. Follow up with DCA for clearance of the Environmental Review.
- I. Prepare copies of all information related to Environmental Review for the Client's files.

Our Fee for the above Project Readiness Assistance services will be Four Thousand Dollars (\$4,000.00).

**TOTAL FEES FOR PREPARATION OF THE CLIENT'S
FY 2018 CDBG APPLICATION WILL BE \$10,000.00**

SECTION 3 – CLIENT RESPONSIBILITY TO ASC

The Client will be responsible for providing the following items as soon as possible to ASC after this agreement is executed (or provide a web site where this information can be obtained):

1. LMI Surveys of all residents in the proposed Target Area. ASC is asking all door-to-door surveys be completed no later than **September 1, 2017**. If the City cannot complete the surveys by this date, please notify ASC as soon as possible to establish an alternate agreed upon date. If surveys are not complete by **December 31st** of this year, ASC will not be able to complete the application for the April 2018 submission.
2. Copy of the Short Term Work Program and any amendments or updates to the Comprehensive Plan since its adoption.

Item # 3

**FY 2018 Community Development Block Grant (CDBG)
Grant Application Preparation
Page 3**

3. Proof of Qualified Local Government Status.
4. **Any potential Conflicts of Interest related to the proposed project.**
5. Any studies, reports or maps related to the selected site and the overall project.
6. Copy of Revitalization Strategy Area documentation and designation, if applicable.
7. Copy of Water First Designation, if applicable.
8. Any information or documentation that will increase the competitiveness of the application, such as citizen complaints, EPD consent orders, photographs, work orders, etc.
9. Hire an Engineering Firm to prepare the required Preliminary Engineering Report (PER) and provide Environmental information to ASC to complete NEPA process.

Note Regarding the Preliminary Engineering Report (PER):

ASC is requesting the City's Project Engineer be identified no later than **August 1, 2017** and that a draft Preliminary Engineering Report, along with the Environmental Concerns Form, be provided to ASC by the Project Engineer no later than **September 2017**. If the Project Engineer cannot provide a draft report by this date, please contact ASC as soon as possible to establish a new date. If the PER draft cannot be provided by **December 31st** of this year, ASC will not be able to complete the CDBG application.

ASC will submit monthly invoices for services performed. The amounts of said invoices will be based upon the amount and value of the work and services performed by ASC under this Agreement. The Client will pay ASC within fifteen (15) calendar days of the date of the invoice.

SECTION 4 – ADDITIONAL SERVICES

In the event the Client issues instructions to ASC to perform certain additional professional services beyond the scope of services contained in this agreement, ASC will bill on an hourly basis at \$125.00 an hour as work is performed.

SECTION 5 – GRANT ADMINISTRATION, IF FUNDED

Allen-Smith Consulting, Inc. wishes to provide the Grant Administration services for the Client's FY2018 CDBG, if funded. Our fee to administer the grant would be 6% of the total grant amount, and ASC would present a separate Grant Administration agreement to the Client for these services, if the grant is funded.

If CDBG funds will be used for administration fees, ASC would provide sample paperwork to follow the federal guidelines for procurement. We recommend that this process be done prior to the grant being submitted to DCA in order to increase application points.

If you wish to retain the professional grant services of Allen-Smith Consulting, please sign in the spaces provided below and email a signed copy to our office. Once we have received this proposal executed, we will begin work immediately. We appreciate the opportunity to work with the City and look forward to hearing from you soon. With best regards, we are

Very Truly Yours,


Debra Smith


Patsy Allen

APPROVED

Date: _____

Item # 3

Attachments: Section 3 Certification
 E-verify Certification



Georgia Department of Community Affairs
Required Submittal - Section 3 Self-Certification and Action Plan

All firms and individuals intending to do business with DCA, its subrecipients and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. ***Any solicitation response that does not include this document (completed, signed, and notarized) will be considered non-responsive and not eligible for award.***

Business Name: Allen-Smith Consulting, Inc.		
D.B.A. (if different from above):		
Address: 405 Nunnally Farm Road	City: Monroe	State/Zip: Georgia 30655
Business Phone: (770) 207-0142	Fax:	
E-Mail: debra@allensmithconsulting.com	Business Website: www.allensmithconsulting.com	
Federal Employer Identification Number: 58-1232213	Owner Social Security Number (if no EIN):	
Contact Person & Title: Debra Smith, President	Contact Phone: 770-207-0142	
Trade Description: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> Carpentry</div> <div style="width: 25%;"><input type="checkbox"/> Heating (HVAC)</div> <div style="width: 25%;"><input type="checkbox"/> Electrical</div> <div style="width: 25%;"><input type="checkbox"/> Painting</div> <div style="width: 25%;"><input type="checkbox"/> Masonry Restoration</div> <div style="width: 25%;"><input type="checkbox"/> Asbestos</div> <div style="width: 25%;"><input type="checkbox"/> Plumbing</div> <div style="width: 25%;"><input type="checkbox"/> Roofing</div> <div style="width: 25%;"><input type="checkbox"/> Lead (Abatement)</div> <div style="width: 25%;"><input type="checkbox"/> General Contractor</div> <div style="width: 25%;"><input type="checkbox"/> Concrete</div> <div style="width: 25%;"><input type="checkbox"/> Ironwork</div> <div style="width: 25%;"><input type="checkbox"/> Carpet/Flooring</div> <div style="width: 25%;"><input type="checkbox"/> Rubbish Removal/Hauling</div> <div style="width: 25%;"><input type="checkbox"/> Appraisal Services</div> <div style="width: 25%;"><input type="checkbox"/> Landscaping</div> <div style="width: 25%;"><input type="checkbox"/> Demolition</div> <div style="width: 25%;"><input checked="" type="checkbox"/> Other: Grant Writing and Grant Administration</div> </div>		
Date Business was established (MM/DD/YYYY): <u>October 17, 1994</u>		
Type of Business (Check One): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Describe): <hr/> <hr/>		
Number of employees: Full-time: <u>5</u> Part-time: _____ Contract: _____ Total: <u>5</u>		
Section 3 employees: Full-time: _____ Part-time: _____ Contract: _____ Total: _____		



I am Certifying as a Section 3 Business Concern and requesting Preference accordingly (Select only One Option):

Option 1

- ☐ A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:

_____ Initial here to confirm selection of this option

Option 2

- ☐ A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors' employees:

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- ☐ The local community newspaper
- ☐ The most widely distributed newspaper
- ☐ Company or agency website
- ☐ The management office of the local housing authority, or homeless service agency, or local low income housing community
- ☐ Local Workforce Board (i.e., Department of Labor)
- ☐ Local office of the Georgia Division of Family and Children Services
- ☐ Local office of the Georgia Department of Public Health
- ☐ Dodge Room <http://www.construction.com/dodge/dodge.asp>
- ☐ Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

I anticipate my total number of employees for this contract to be _____ and _____ will be qualified Section 3 Residents/persons.

Option 3

- ☐ A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:

Attach a list of intended subcontract Section 3 business(es) with subcontract amount.

Attach certification & all supporting documentation for each planned subcontract Section 3 Business.

_____ Initial here to confirm selection of this option



I am NOT Requesting Preference under Section 3:

- ☒ I am NOT certifying as a qualified Section 3 Business Concern and I am not requesting a preference. However if I do trigger the regulation by doing any sub-contracting or hiring, I will comply by meeting all requirements of DCA's Section 3 policy and am committing to do the outreach as specified below.

Check all methods you will employ to secure Section 3 Residents/Businesses

Posting the position/contract opportunity in community sources that are generally available to low income residents and Section 3 Businesses and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- ☐ The local community newspaper
- ☐ The most widely distributed newspaper
- ☐ Company or agency website
- ☐ The management office of the local housing authority, or homeless service agency, or local low income housing community
- ☒ Local Workforce Board (i.e., Department of Labor)
- ☒ Local office of the Georgia Division of Family and Children Services
- ☒ Local office of the Georgia Department of Public Health
- ☐ Dodge Room <http://www.construction.com/dodge/dodge.asp>
- ☐ Other locations identified below and subject to DCA approval:

DBS Initial here to confirm selection of this option

Signature: Debra B Smith

Printed/Typed Name: Debra Smith

Title: President

Date: 5/19/17

Notarial Affidavit

Sworn to and subscribed before me this 19 day of May, 20 17.

Keeley C Garrett
Signature of Notary Public

Keeley C Garrett
Printed Name of Notary Public

Commission Expiration Date: 3/31/18

(Notarial Seal)





Georgia Department of Community Affairs
Required Submittal - Previous Section 3 Compliance Certification

Name of Business: Allen-Smith Consulting, Inc.

Address of Business: 405 Nunnally Farm Road, Monroe, Georgia 30655

Type of Business (Check One): ☒ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Other

Business Activity: Consultants for Grant Writing and Grant Administration

All firms and individuals intending to do business with DCA, its subrecipients, or contractors **MUST** complete and submit this certification of prior compliance with their bid, offer, or proposal. Any solicitation response that does not include this document will be considered non-responsive and not eligible for award. Please check the appropriate line box below and sign and date the form.

1. I am certifying that I have complied with the HUD Section 3 Regulations, when triggered by new hiring or contracting opportunities, in my past contracts **when required** by the recipient, subrecipient or contractor by either:
 - i. Certifying as Resident Owned Business (ROB); or,
 - ii. Employing Section 3 residents for at least 30% of the newly hired workforce; or,
 - iii. Subcontracting 25% of the total dollar award to a qualified Section 3 Business; or,
 - iv. Hiring or contracting to the "greatest extent feasible" with Section 3 Residents or Section 3 Businesses.

☐ Check this box

2. I have never done any HUD funded contracting.

☐ Check this box

3. I completed HUD Section 3 covered contracts in the past three years but the regulation was not triggered because either there were no new hires on the contract(s) and/or I did not do any new contracting or subcontracting.

☒ Check this box

Signature: Debra B. Smith

Print Name: Debra Smith

Title: President



Required Submittal - Assurance of Compliance Certification
Section 3 Action Plan
Housing and Urban Development Act of 1968
(12 U.S.C. 1701 U)

Contract/Solicitation Name or Number:

FY2018 CDBG Project

DCA Funding Program: Community Development Block Grant (CDBG)

Entity Receiving DCA Funding Award: City of Monroe

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Policy of DCA, its subrecipients and contractors to the greatest extent feasible is adhered to, and to serve as the "assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

Description of the project's work detail: The project work will be as listed in the final scope of work in the contract with DCA, its subrecipients and contractors including any change orders. List all known subcontractors below:

Subcontractor(s): None

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Use an additional sheet if required.

Note: If subcontractors are unknown at this time, print UNKNOWN on the line above. Also, the contractor must notify DCA or subrecipient if subcontractors are added or changed during the contract.

Any changes to this certification requires a resubmission of this form to DCA or subrecipient.

Preliminary Statement for Work Force Needs:


Preliminary Statement for Work Force Needs:

DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and Business Concerns during the course of the contract funded by DCA via its subrecipients and contractors. Please list the status of all planned employment positions and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, regardless of whether your firm has elected a preference, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute NEW hires. You must notify DCA, its subrecipient or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. The anticipated workforce list may be provided on a separate sheet or in a different format.**

<u>List All Employees</u>	<u>Date Hired</u>	<u>Section 3 Resident (Yes/No)</u>	<u>Job Title/Trade</u>	<u>Salary Range</u>
Name: Patsy Allen Address: 405 Nunnally Farm Road City, ZIP: Monroe, GA 30655	10-17-94	No	CEO/Client Manager	confidential
Name: Debra Smith Address: 405 Nunnally Farm Road City, ZIP: Monroe, GA 30655	10-17-94	No	President/Client Manager	confidential
Name: Keeley Garrett Address: 405 Nunnally Farm Road City, ZIP: Monroe, GA 30655	9-10-02	No	Grants Manager	confidential
Name: Sara Thomas Address: 405 Nunnally Farm Road City, ZIP: Monroe, GA 30655	10-24-11	No	Grants Manager	confidential
Name: Morgan Brown Address: 405 Nunnally Farm Road City, ZIP: Monroe, GA 30655	1-3-15	No	Project Manager	confidential

Use additional pages as needed.



"To the Greatest Extent Feasible":

The Contractor has identified 0 # of **OPEN** positions with respect to this contract. The positions are filled by the n/a (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with eligible Section 3 residents.

Documentation of "To the Greatest Extent Feasible":

The contractor will work with DCA, its subrecipients, and contractor's staff to notify residents of any opportunities afforded under the contract. The contractor will partner with DCA, its subrecipients, and contractors by giving preference of any employment opportunities to the Section 3 persons or businesses.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents and Section 3 businesses, as applicable. The contractor must also document their recruiting efforts and any impediments to compliance with DCA's Section 3 policy and the requirements of this solicitation package. This documentation must be submitted to the recipient or sub-recipient.

1. DCA, its subrecipients and contractors shall: Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Conduct solicitation in accordance with DCA's Section 3 policy and the requirements outlined in the solicitation package.

The contractor shall review all employment applications and determine if low-income and very low-income residents or Section 3 businesses meet minimum hiring or contracting qualifications. If these applicants meet such minimum qualifications, but are not hired due to lack of employment opportunities or for other reasons, they will be placed on a priority list and offered positions/contracts upon the occurrence of the first available appropriate opening.

Utilization of Section 3 Businesses Located Within the County:

The subrecipient or contractor does does not X intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions. Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.


Record Keeping:

The subrecipient, contractor or subcontractor, as applicable, shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc, in connection with this contract. If a report is needed in the future, the subrecipient, contractor or subcontractor, as applicable, agrees to provide all records upon request. The contractor shall, upon request, provide such records or copies of records to HUD, DCA, their subrecipients, contractors, staff, or agents. Records shall be maintained for at least three (3) years after the close of the contract.

Reports:

The subrecipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The subrecipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the subrecipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The subrecipient, contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

Debra Smith
Signature

5-19-17
Date

Debra Smith
Print Name

President
Title

CONTRACTOR AFFIDAVIT FOR
ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS

I and any entity I represent:

1) Complies with O.C.G.A. §13-10-91, and has registered with and is participating in a federal work authorization program (any of the Electronic Verification of Work Authorization Programs operated by the U.S. Department of Homeland Security to verify information of newly hired employees) per the applicable provisions and deadlines of O.C.G.A. §13-10-91 (E-verify User Identification Number **122893**);

2) Agree that, should we employ or contract with any subcontractor(s) in connection with the services for the City, we will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form:

3) Agree to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service; and

4) Agree to keep records of compliance and present a copy thereof to the City immediately upon demand.

5) Contractor has five (5) employees at the time of this contract.

6) Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract with the City.

In making the above sworn certification, under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of code section 16-10-20 of the Official Code of Georgia.

Sworn to and subscribed before me
 this 19 day of May, 2017.

Kelley C. Garrett
 Notary Public

Name: Allen-Smith Consulting, Inc.

By: Debra B. Smith

Authorized Officer or Agent

Title: President

Print Name: Debra Smith

My commission expires: 3/31/18





Utility Committee Meeting

AGENDA

June 6, 2017

Item:

Approval - Highway 78 Jack and Bore

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [Jack and Bore Info](#)



To: Utility Committee, City Council

From: Rodney Middlebrooks, Director of Water & Gas; Chris Bailey, Purchasing Agent

Department: Water

Date: 6/1/17

Description: A request is being made for the contracting of J&M Unique Septic Systems, LLC. to perform a jack and bore of Highway 78 at Jim Daws Road for the installation of a 16" casing and 8" water main line at a cost of \$44,800.00. This was a planned project as listed in the approved 2017 Capital Improvement Program for the Water Department; however, the cost of the project comes in well below the budgeted amount.

Budget Account/Project Name: 2017 Water CIP Budget – HWY78 & Jim Daws Road

Funding Source: 2017 Water CIP Budget – HWY78 & Jim Daws Road

Budget Allocation: \$150,000.00

Budget Available: \$150,000.00

Requested Expense: \$44,800.00

Company of Purchase: J&M Unique Septic Systems, LLC

Recommendation:

Staff recommends the approval of this request for the contracting of J&M Unique Septic Systems, LLC to perform a jack and bore of Highway 78 at Jim Daws Road for the installation of a 16" casing and 8" water main line. The overall cost of the project will be approximately \$100,000 less than previously budgeted, thus allowing for other projects to be performed. The City of Monroe will provide all traffic control operations for the project which will attribute to the savings. The request follows the requirements of the Procurement Policy as three (3) quotes were provided.

Background:

It is the practice of the City of Monroe to continually extend and improve the water distribution system to further serve areas for residents, and provide double feeds for areas as a protection against possible leaks and loss of water pressure and volume.

Attachment(s):

Quotes – 4 pages

J&M Unique Septic Systems LLC
3979 PATE ROAD
LOGANVILLE, GA 30052
(770) 985-1067
Email: johnbpittman@bellsouth.net

QUOTE

DATE: 05/17/2017

To: City of Monroe

Attn: Rodney Middlebrooks

Email:

LOCATION: Hwy 78 Monroe Ga

Contractor/Owner: City of Monroe

Section 1: Scope of Work

Excavator and excavation of bore pit(s), steel casing, and boring equipment, labor and thread carrier line through bore(s).

Section 2: Scheduled work days

Monday – Friday (hours) job specific

Section 3: Rock, Utility and Special Clauses

Pricing is for dirt boring unless otherwise noted. If rock or debris is encountered a Change order will be negotiated for the completion of the bore. Additionally, if rock is encountered J&M Unique will be paid for mobilization, excavation of pit(s) and footage bored. Mobilization of \$2,000.00

Quote/pricing does not include locating utilities in roadway. Each utility located in road ADD \$ 450.00 per utility.

J&M Unique will be paid for mobilization, downtime and labor for any engineering discrepancies that may reflect in additional time or loss wages.

J&M Unique reserves the right to renegotiate price if bore pit depth or total footage is changed. Additionally, if contract is not accepted within 30 days J&M Unique will have the right to renegotiate pricing based on cost of materials, fuel and any other cost that may increase the cost of the job. PROPOSAL IS GOOD FOR 30 DAYS.

Section 4: Contractor's Responsibilities

Contractor to provide: centerline, cut stakes, permits and any other requirement not listed in J&M Unique scope of work

Section 5: Payment & Retainage:

No retainage to be held upon acceptance of each bore

Net Payment 30 days or J&M Unique will charge for late payment after 35 days

J&M Unique invoice is the responsibility of the contractor who enters into this agreement with J&M Unique and is not contingent on any other work of the contractor or pay cut off dates from contractor or owner. J&M Unique is providing an independent service and no money can be held due to negligence of the contractor.

Section 6: Insurance

Pricing includes our standard insurance policy with no additional add-on or RXR coverage

Section 7: Payment and Performance Bond

No Bond is included in below pricing

Section 8: Pit Depth(s)

6-8 VF or less. Pricing does not include excavating a receiving pit.

Section 9: Pricing

16" Water Bore approx 200 LF w/ .250 casing in dirt @ \$220.00 PLF \$44,000.00

Section 10: Project Information

Owner of project: _____ Contact Name: _____

Address: _____ Phone: _____

Fax: _____ Email: _____

General Contractor; _____ Contact Name: _____

Address: _____ phone _____

Fax: _____ Email: _____

IF QUOTE IS ACCEPTED PLEASE SIGN AND RETURN

Contractor: _____

Printed name: _____

Signature: _____

Title: _____

Date: _____



PO Box 98, Winder, GA 30680 | jphommaly@southernpipeline.org | Phone: (678) 963-5676

Hwy. 78 at Jim Daws Road

Jack & Bore Approximately 200' 16" Casing & 8" Pipe Installed - \$67,000.00
Any rock encountered \$475.00 Per L.F.

HDD Approximately 560' of 8" HDPE - \$36,000.00
Rock entry to exit \$300.00 Per L.F.

Traffic Control \$15,000.00 or can be provided by others

Thank you,

Tony Pittman
Southern Pipeline
(678) 414-7491

Harrison & Harrison, Inc.

P O Box 5635
 Athens, GA. 30604
 (706)549-2555
 (706)549-1504

City of Monroe, Georgia
 ATTN: Rodney Middlebrooks

QUOTE

Quote Date: 5/22/2017
 Job Name: Hwy. 78 at Jim Daws
 Road

	DESCRIPTION		TOTAL
	<p style="text-align: center;"><u>Hwy. 78 at Jim Daws Road</u></p> <p>Jack & Bore 200 Jack and Bore 16" Casing & 8" pipe Installed Any Rock Encountered \$450.00 Per L.F.</p> <p>HDD 560 Directional Bore 8" HDPE on Jim Daws Road Rock \$250.00 Per L.F. from entry of rock bit into the ground to exit of bore from ground.</p> <p><u>Other Prices:</u> Traffic Control \$12,000.00 or Monroe can Provide.</p> <p><u>Notes & Disclaimers:</u> All permits supplied by Monroe. All material Supplied by Monroe. All tie-ins to be made by Monroe. Price does not include relocation of any existing utilities.</p> <p>Respectfully Submitted,</p> <p>James C. Harrison Owner/President Harrison & Harrison, Inc.</p>		<p>\$50,000.00</p> <p>\$30,000.00</p>



Utility Committee Meeting

AGENDA

June 6, 2017

Item:

Approval - Purchase and Installation of VFD

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [VFD Info](#)



To: City Council, Committee, City Administrator
From: Rodney Middlebrooks, Director of Water & Gas
Department: Wastewater Treatment
Date: 6/5/2017
Description: Approval is being sought for the purchase and installation of a VFD on wastewater pump.

Budget Account/Project Name: 520-527-04335-00522-522400

Funding Source: 2016 Budget Expense (Equipment R & M Outside)

Budget Allocation: \$50,000.00

Budget Available: \$26,346.40

Requested Expense: \$13,675.14

Company of Purchase: PRB Electronics Inc.

Recommendation:

Staff recommends the APPROVAL of this request based on the information provided for the purchase and installation of VFD for wastewater pump. Bids were sought per policy.

Background:

Attachment(s):

Request – 1 page

Quotation – 3 pages

PRB ELECTRONICS, INC.**INDUSTRIAL ELECTRONIC ENGINEERING**2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
5/24/2017	QE241701	

QUOTED BY	JOB #	SERVICE DATE
BRUCE		6/1/2017

BILL TO
CITY OF MONROE PO BOX 1249 MONROE, GA 30655

SHIP TO
MONROE, GA 30655

CUSTOMER PO #		CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE	
			BD	Net 30	ON SITE	F/S	
QTY	ITEM	PART # / DESCRIPTION				UNIT	Total
4	STRAIGHT TIME	TRAVEL TO JOB SITE, TWO MEN - DATE TBD				100.00	400.00
16	STRAIGHT TIME	FIELD SERVICE LABOR, WASTE WATER 75HP PUMP DRIVE, TWO MEN,REMOVAL OF EXISTING ABB DRIVE ENCLOSURE,INSTALLATION OF NEW YASKAWA P1000 BYPASS UNIT.				100.00	1,600.00
8	OVERTIME	FIELD SERVICE LABOR, WASTE WATER 75HP PUMP DRIVE, TWO MEN - DATE TBD				150.00	1,200.00
4	OVERTIME	TRAVEL FROM JOB SITE, TWO MEN - DATE TBD				150.00	600.00
144	MILEAGE	MILEAGE TO/FROM JOB SITE - DATE TBD				0.56	80.64
1	P1B1B096PM	DRIVE BYPASS SYSTEM, 480VAC, 75HP, NEMA 1 ENCLOSURE				8,130.00	8,130.00
1	SHIPPING CHARGE	STANDARD FREIGHT SHIPPING CHARGE IS AN ESTIMATE ONLY				412.50	412.50
1	KIT, DRIVE RETROFIT	KIT FOR DRIVE RETROFIT, UP TO 100HP				322.00	322.00
1	STARTUP 1ST DRIVE ...	DRIVE START-UP, FIRST DRIVE, 100 MILE LOCATION (30 MONTH FACTORY WARRANTY)				590.00	590.00
1	CONDUIT	CONDUIT FITTINGS AND PIPE FOR RETROFIT OF ABB ACS TO YASKAWA				340.00	340.00
1. This quote does not include any applicable shipping & taxes. 2. This quote is valid for 30 days from date of issuance. 3. If authorized, this quote will be entered in accordance with the prices, terms, delivery						Total	\$13,675.14

1. This quote does not include any applicable shipping & taxes.

2. This quote is valid for 30 days from date of issuance.

3. If authorized, this quote will be entered in accordance with the prices, terms, delivery method, and specifications listed above.

4. Please notify us immediately if specifications or delivery method are to be modified.

However, we cannot guarantee any changes after authorization.

Signature _____

Item # 5



QUOTE

AMTECH DRIVES, INC.

745 Trabert Avenue
Atlanta, GA. 30318
Tel: 770.469.5240 • Fax: 770.469.5241
Email: info@amtechdrives.com
www.amtechdrives.com

Attn.:	Doug Samples	Quote #:	QIW170517JCDS1941
Company:	City of Monroe Jacks Creek	Date:	5/17/2017
Address:	215 N. Broad Street	City/State/Zip:	Monroe, GA 30655
Email:	dsamples@monroega.gov	Rep:	
Phone:	(404) 392-1163	Sales Person:	Isaac Wade
Fax:		Cell/email:	(678)-772-0322/iwade@amtechdrives.com

Amtech Drives is pleased to quote the following:

Item #	Model #	Description	Qty	NET PRICE	Total NET PRICE
1	AMT-090-4	147a, 3φ, 480v, VFD Nema 3r 53 x 36 x 16 hwd, MCCB/ handel through door, Line Reactor, Load Reactor, H/O/A ss, S/S pb, Run lite, Fault Lite, Fault Reset pb, Pot, CPT, Fan/ Filter, T-Stat, ma splitter, Pump alternator,	1	\$10,888.38	\$10,888.38
1		Installation	1	\$7,200.00	\$7,200.00
Total					\$18,088.38

Comments:

Note:

1. The above pricing does not include freight.

Terms & Conditions:

Terms of Payment: 1.5% NET 30 days on all invoices submitted for payment subject to credit approval.
Estimated Ship Date: 4 - 6 weeks, ARO
Freight: Prepaid and add
Terms of Delivery: Ex-works, Atlanta, GA 30318
Warranty: 24 months from date of shipment
Price Validity: Thirty (30) days from date of quotation. If an extension of time is needed to reach a decision on acceptance, please contact us for review of price and delivery.

Regards,

Isaac Wade

Amtech Drives, Inc.

Tel: (770) 469-5240

Mobile: (678) 772-0322

Email: iwade@amtechdrives.com

Office use only
<input type="checkbox"/> Reviewed <input type="checkbox"/> Accepted
SO#:

If Purchasing, please complete the following & Fax or Email back to us :	
Customer PO #:	
Signature of Authorized Purchaser	Date
Print name:	
Ship to:	
Bill to:	

Item # 5



TERMS & CONDITIONS OF SALE

1. GENERAL

The acceptance of any quotation submitted by Amtech Drives, Inc. (ADI) shall incorporate acceptance to these terms and conditions and of special conditions (if any) specified in the quotation. Any conditions proposed by the customer shall, except insofar as they conform to these terms and conditions, be expressly excluded.

2. ACKNOWLEDGEMENT

All quotations are subject to acceptance by ADI in Doraville, GA on receipt of the customer's order and no contract shall be concluded until confirmation of acceptance is given or the customer's order is otherwise accepted by ADI.

3. PRICES

- Prices quoted are net Ex-works, Doraville, GA, prices ruling at the date of quotation and are exclusive of taxes and shipping charges which will be invoiced at the date of dispatch. Payment of such charges shall be made in accordance with the payment terms for the equipment. Quotations are open for acceptance for 30 days unless otherwise stated.
- ADI reserves the right to vary the quoted prices and to invoice the customer at the price ruling at the date of dispatch of the goods whether these are of ADI or other manufacture.
- Where ADI has agreed a fixed price with the customer or has accepted an agreed price variation formula, ADI reserves the right, notwithstanding such agreement, to vary prices between the dates of quotation and delivery:
 - there has been any variation of the order; or
 - ADI has had to delay or suspend work on the order due to either:
 - customer instructions; or
 - lack of customer instructions; or
 - lack of customer information; or
 - delay or failure of the customer to provide the necessary material.

4. PAYMENT

- Subject to ADI's approval of the customer's current credit rating, payment shall be made within 30 days from invoice date unless otherwise specified in the quotation. Paid due accounts will bear a finance charge of 1.5% per month on the unpaid balance which corresponds to an 18% annual percentage rate. If the customer fails to pay ADI in accordance with ADI may, without prejudice to other remedies that may be available, either suspend all further deliveries of equipment and performance of services (whether under the contract or otherwise) until payment is made in full or cancel the contract and subsequent contracts as far as equipment remains to be delivered and services to be performed thereafter.
- ADI will use its best endeavors to make shipments of the equipment in agreed with the customer but reserves the right to make such part or complete shipments as may be most convenient or where, due to circumstances beyond its control, it is unable to make the shipment as agreed, invoices will be delivered for actual shipments made and payment is due to ADI in accordance with the payment terms in A4 above.

5. ACCEPTANCE

Acceptance of the order by ADI is subject to provision by the customer of full and final information to enable ADI to proceed with manufacture and the customer agrees to provide such information promptly as required. If the option ADI the customer has failed to provide sufficient information as required by the quotation, ADI will proceed with the order until full and final information is made available. In such event ADI shall be entitled to vary prices and delivery periods or dates in accordance with these terms and conditions.

6. LIMITS OF CONTRACT

- The quotation includes only such equipment, accessories and works as is specified therein and if any variations are required they will be in addition to the quoted price. Variations requested are accepted subject to these terms and conditions only.
- If the customer shall accept all liability for provision to ADI of all true material required by the contract and ADI shall be under no liability whatsoever in respect thereof or for the consequences thereof notwithstanding that the contract provides that ADI shall install such material.
- If in the event that delivery of material to ADI for any reason delayed, ADI shall be entitled to invoice the customer for work already completed and the customer shall on going reasonable notice be entitled to inspect such work during normal working hours.

7. CANCELLATION

Customer may not cancel any order accepted by ADI but in the event of any cancellation ADI shall be entitled to recover costs incurred as a result of cancellation and loss of profits which shall be calculated by ADI but shall not in any event exceed the total contract value.

8. DELIVERY, TITLE AND RISK

- Unless otherwise stated in the quotation, any delivery dates or periods given are estimates only and shall not be construed as fixed. While every effort will be made to maintain delivery schedules, time is not of the essence of this respect and ADI hereby includes all liability for any loss or damage whatsoever including consequential loss or damage suffered by the customer as a result of delay.
- Delivery dates and periods shall be extended as necessary if delay in delivery is caused as set out in paragraph 3C of these terms and conditions or by industrial dispute or due to any other circumstances beyond the control of ADI. If any such delay causes ADI to miss agreed production schedules, delivery will (subject to these terms and conditions) be in accordance with such revised schedule which will be notified to the customer.
- PRICES ARE QUOTED EXCLUSIVE OF SHIPPING CHARGES. UNLESS OTHERWISE STATED, THE EX-WORKS POINT IS DORAVILLE, GA.
- DELIVERY TO COMMON CARRIER OR POSTAL AUTHORITIES AT DORAVILLE, GA. SHALL CONSTITUTE DELIVERY AND PASSING OF TITLE TO THE CUSTOMER, WHO SHALL THEREAFTER BE RESPONSIBLE FOR DELAYS, LOSS OR DAMAGE IN TRANSIT.

9. NON-ACCEPTANCE

ADI will not accept return of equipment correctly supplied in accordance with orders.

10. INSPECTION AND TESTS

- The equipment when practicable undergoes ADI standard tests before dispatch. If tests other than standard or those (if any) specified in the quotation or tests in the presence of the customer or customer's representative are agreed, these will be charged for and must be commenced within 7 calendar days of notification that ADI is ready. If the customer fails to attend within that time the tests will proceed in the customer's absence and shall be deemed to have been made in the presence and the customer shall be bound by the results thereof and the equipment will be despatched and invoiced accordingly. Should ADI agree to carry a functional witnessed test specified in the contract, an reasonable expenses which ADI may incur as a result of the delay will be charged extra and shall be payable by the customer.
- Visual inspection of completed equipment by the customer's representative during normal working hours may be arranged on request and charge.

11. COMMISSIONING

Start up of equipment is not undertaken by ADI unless specifically referred to in the quotation. Where commissioning is included, ADI's standard terms and conditions for commissioning shall apply and these may vary from those stated herein.

12. INSURANCE

The customer shall maintain and carry liability insurance which includes but is not limited to commercial general liability (including product liability and for services) to be performed, completed operations liability in a sum not less than \$5 million, automobile liability in a sum not less than \$5 million, workers compensation in an amount not less than the applicable statutory minimum requirement, and employer's liability in an amount not less than \$1 million, with insurance carriers acceptable to ADI. The customer will, if requested by ADI, furnish certificate of insurance from its carrier(s) on the foregoing coverages, which shall provide that such coverage shall not be changed without thirty (30) days advance written notification to ADI from the carrier(s).

13. WARRANTY AND LIABILITY

- (i) ADI will repair or (at its option) replace any equipment manufactured by ADI which is found within 12 months after delivery thereof to be defective by reason of faulty materials, workmanship or design provided that any such defect is notified to ADI within four weeks of becoming apparent and that the equipment is returned forthwith, freight paid to the premises of ADI or at the option of ADI made available at the customer's premises for attention by ADI engineers. Where the equipment is repaired at ADI's option on the customer's premises, the customer accepts liability for the payment of travel and subsistence expenses of the ADI engineer.
- (ii) In respect of goods not of ADI manufacture, the customer shall be entitled only to such benefits as ADI may receive or under any guarantee given to ADI in respect thereof by the manufacturer.
- (iii) ADI accepts no liability under this clause.
- (iv) In respect of damage sustained in transit, liability for which is dealt with in paragraph 8 thereof.
- (v) For defects caused by installation, operation or maintenance carried out other than in accordance with instructions supplied with the equipment or by wear and tear, accident or misuse, improper operation or neglect or arising as a result of the fitting of any equipment which does not comply with ADI recommendations or otherwise as a result of failure of the customer to comply with any manual or handbook containing the technical specifications and operating instructions supplied by ADI instructions.
- (vi) Where equipment has been used for an application other than that specified at the time the order was acknowledged or not in accordance with ADI instructions.
- (vii) Where the customer has failed to observe the terms of payment for the equipment and all other obligations imposed by these terms and conditions.
- (viii) Where equipment has been ordered, obtained or manufactured to the customer's own design or specification ADI can accept no liability for any failure or defect in such equipment except insofar as such failure or defect arises directly as a result of the failure of ADI to follow the design or specification provided in particular ADI gives no warranty as to the fitness for any particular purpose of goods so supplied to the customer's design or specification. The customer shall indemnify ADI in respect of all liability, loss or damage suffered by ADI as a result of ADI following designs or specifications provided by the customer including any such liability suffered as a result of a claim by a third party for infringement of intellectual property rights.
- (ix) Except as specifically set out herein ADI shall be under no liability in respect of the quality, conditions or destruction of equipment or for any loss or damage howsoever caused to the customer or to any other person and any claim, condition or representation to the contrary whether expressed or implied by statute, common law or otherwise is hereby expressly excluded.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

14. LIMITATION OF LIABILITY

Seller's liability on any claim of any kind, including negligence for any loss or damage arising out of, connected with or resulting from the sales contract or the performance or breach thereof or from the design, manufacture, sale, delivery, resale, installation, repair, operation or use of any equipment covered by or furnished under this agreement, shall in no case (except as provided under "PATENTS"), exceed the purchase price of the equipment which gives rise to the claim. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR NEGLIGENCE, SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS BY PURCHASER OR ANY THIRD PARTY.

15. HEALTH AND SAFETY AT WORK

- The customer undertakes that it will comply and will procure that its employees, customer and every other person working with, on or near or using the equipment, comply in full with the instructions and recommendations made in any manual or handbook provided by ADI or other manufacturer of the equipment and that they will comply with all other instructions given in connection with the use or operation of the equipment.
- The equipment detailed in any quotation is designed to operate without danger to health and safety when a correctly installed by competent personnel and used in accordance with the relevant US standards, the rating for which it was designed and accepted good practice. If it is intended to operate or use the equipment under unusual conditions, especially if special danger to health and safety from the equipment may occur, ADI must be informed accordingly, as otherwise no liability can be accepted by ADI for any loss or damage caused.

16. IMPROVEMENTS & ALTERATIONS

ADI has a policy of continuous improvement to its products and in pursuance of this policy reserves the right to make minor verbal notice any changes in materials, specifications or design of equipment which having regard to all the circumstances it believes to be reasonable or desirable but which do not affect the basic operation or price of the equipment and such changes shall not affect the validity of the contract.

17. PATENTS

ADI shall defend any suit or proceeding brought against the purchaser so far as based on a claim that any equipment or part thereof furnished under this contract constitutes an infringement of any patent of the United States if notified promptly in writing and given authority, information and assistance (at ADI's expense) for the defense of same, and ADI shall pay all damages and costs awarded therein against the purchaser. In case said equipment, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or parts is enjoined, ADI shall at its own expense and at its option, either procure for the purchaser the right to continue using said equipment or part, or replace same with non-infringing equipment or modify it so as to become non-infringing, or remove said equipment and refund the purchase price. The foregoing states the entire liability of ADI for patent infringement by said equipment or any part thereof.

18. DOCUMENTATION, SOFTWARE LICENSE, REPRESENTATION AND COPYRIGHT

- Although every reasonable precaution will be taken to ensure accuracy of such information, all descriptive matter, weights, dimensions, performance figures and other documentation supplied by ADI and the descriptions and illustrations contained in its catalogs, price lists and other advertising matter are approximate only and are intended merely to describe generally the equipment. They are not, unless it is expressly so stated in the contract, deemed to form any part of any contract of sale and are not to be regarded as a warranty or representation. Where such weights, dimensions and performance figures are contained in any offer, quotation, acceptance or contract, they may be varied to the extent permitted by normal manufacturing tolerances.
- All ADI specifications, drawings and technical representation submitted are the property of ADI and shall not be reproduced or copied or used in whole or in part as the basis of the manufacture or sale of items without written permission of ADI. All such material and information and know-how, whenever supplied shall at all times be treated by the customer as confidential and shall not without the consent of ADI be used by the customer except for the purposes of:
 - fulfilling the quotation;
 - the contract (if and when placed with ADI);
 - the operation of the equipment supplied hereunder.
- Not shall they without written consent of ADI be communicated to third parties save insofar as may be necessary for the permitted purposes. In all such cases the customer shall be deemed to have accepted the terms and conditions contained in the purchase order and a software license agreement governing this transfer has been signed between customer and ADI. Customer and ADI agree to accept the terms and conditions stated below the date of the first delivery hereunder. Subject to the terms and conditions herein, ADI grants to customer a nonexclusive, nontransferable license to use the software or software documentation provided herein:
 - in the course of the normal operation of work with ADI's products;
 - on ADI's non-ADI products that are used to test, maintain, download, or process information controlled by ADI's products. All title and ownership of such software and software documentation, including without limitation, the copyrights therein, shall remain exclusively with ADI. Customer shall not rent, sell, or with the assistance of others, decompile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or operation of any software or software documentation licensed hereunder. Third party software provided by ADI may be subject to a separate license agreement and limitations on copying and use.

19. EXPORT CONTRACT

- In all export contracts the following provisions shall have effect and shall prevail over any conflicting provisions in the preceding paragraphs hereof.
- Unless otherwise stated in the contract the full price shall be payable against presentation of shipping documents.
- The customer shall obtain all import licenses and other necessary authorizations required for the transit of the equipment to and into the country of destination and shall pay all customs and import duties on the equipment wherever it is to be used outside the United States. Failure to obtain any such documents shall not entitle the customer to cancel the contract.

20. FORCE MAJEURE

- Neither party shall be liable for breach of this agreement if and to the extent that fulfillment of a term has been prevented, hindered or delayed by force majeure as defined herein and in such event the time of fulfillment of the term shall be extended during the operation of force majeure.
- The expression "force majeure" shall mean strikes, industrial disputes and any event or circumstances beyond the immediate control of either party including, without prejudice to the generality of the foregoing, riots, civil commotions, war, national or international emergency, destruction or damage due to natural force, fires, explosions and compliance with orders or requests of any national or local authority.

21. INSOLVENCY, DEFAULT, ETC.

- If ADI receives information from which it appears that the customer may be unable to pay his debts ADI shall be entitled to demand security prior to delivery either by payment in cash or by a bank guarantee or otherwise, notwithstanding any form of payment previously agreed and in the event that the customer is unable to provide such security ADI shall be entitled to withdraw from the contract without liability.
- If ADI considers it necessary to engage a collection agency or take legal action to enforce payment of an overdue bill, ADI shall be entitled to recover from the customer all reasonable costs associated with the action.
- If the customer shall make default or commit a breach of contract or of any other of its obligations to ADI or if any distress or execution shall be levied upon the customer's property or assets or if the customer shall make or offer any arrangement or composition with creditors or commit any act of bankruptcy or in any fashion or receiving order in bankruptcy shall be presented or made against or if the customer is a limited company any and any resolution or petition to wind up the customer's business (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver of the undertaking, property or assets of any part thereof of the customer (being a limited company) is appointed, then ADI may without notice:
 - Suspend or terminate the contract or any unfulfilled part thereof; or
 - Stop any equipment in transit; or
 - Recover any equipment from the customer's premises for which payment has not been made in full, whether or not such payment is due.

21. SEVERANCE

These conditions shall apply so far as they shall be held to be lawful and enforceable. If any condition or part of a condition shall be held to be unlawful or unenforceable then these conditions shall be read and construed as if such condition or part were omitted.

22. DISPUTE RESOLUTION FOR CONTRACTS WITH NON-U.S. ENTITIES

If either party to this Contract is a non-U.S. entity, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration as in force at the time of commencement of the arbitration. The arbitration shall be conducted by a sole arbitrator that is appointed by the ICC in accordance with its Rules. The place of arbitration shall be Geneva, Switzerland. Any arbitral award constituted pursuant to this agreement shall apply the law of England as it applies. The arbitration shall be conducted in English. The award of the arbitrator shall be final and binding upon the parties and may be entered and/or enforced in any court of competent jurisdiction. The parties acknowledge that this Agreement and any award rendered pursuant to it shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Notwithstanding the foregoing, ADI may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights.

23. DISPUTE RESOLUTION FOR CONTRACTS WITH U.S. ENTITIES

If both parties to this Contract are U.S. entities, any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be conducted by a sole arbitrator that is appointed by the AAA in accordance with its Rules. The arbitrator may be affiliated, whether directly or indirectly, with any of the parties, including without limitation, as an employee, consultant, partner or shareholder. The arbitrator shall permit each of the parties to the Arbitration to engage in a reasonable amount of discovery. In the event either party requests arbitration, the arbitration shall be held in Doraville, State of Georgia. The award of the arbitrator or arbitrators shall be final and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, ADI may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights.

24. FAIR LABOR STANDARDS

ADI represents that with respect to the production of the articles and/or performance of the services covered by this order it has fully complied with the Fair Labor Standards Act of 1938, as amended.

25. LAW

Unless otherwise stated in writing the contract shall in all respects be construed and interpreted in accordance with the Laws of the State of Georgia.



Quotation

Service Center Address: APPLIED IND TECH - DIXIE, INC. 581 SIGMAN RD NE 100 CONYERS, GA 30013-1311 TEL: 770-922-5700 FAX: 770-388-7847				Quote Create Date (MM-DD-YYYY): 06-02-2017		Sales Rep: SUSAN BROWN Phone: Email: SMBROWN@APPLIED.COM		Page: 1/1
Account Manager: CONSTANCE HALL				Quotation Number: 504554013		PO #: Req #: Inquiry #:		
Sold-To Address: JACKS CREEK WASTEWATER 2200 HIGHWAY 83 MONROE GA 30655-5264				Account: 1504286		Ship-To Address: JACKS CREEK WASTEWATER 2200 HIGHWAY 83 MONROE GA 30655-5264		Account: 1504286
Payment Terms: NET 30 DAYS				Customer Contact: DOUG SAMPLES Customer Contact Phone: (678) 635-8073				
Transport Mode and Means: CUSTOMER PICKUP, CUSTOMER PICK UP Terms: FOB ORIGIN, FRGHT PREPAY & ADD								
Item #	Quantity	UOM	Manufacturer Part #	Customer Part #	Est Delivery Date	Unit Price (USD)	Extended Price (USD)	
000010	1.000	EA	BALDOR-ACS550-CC-072A-4+F267+G395+L512+P919 Description: BALD_ACS550-CC-072A-4+F267+G395+L512+P91			8,324.150	8,324.15	
SUBTOTAL (WITHOUT TAX)							8,324.15	
TOTAL IN WORDS: EIGHT THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND FIFTEEN CENTS							TOTAL(USD) 8,324.15	
Special Information: Order Notes:								
QUOTED PRICES WILL BE HELD FIRM FOR 30 DAYS FROM DATE OF THIS QUOTATION. ORDERS SHIPPED AFTER 30 DAYS FROM THE DATE OF QUOTATION MAY BE SUBJECT TO MANUFACTURER INCREASES. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.				THIS QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE, SHOWN ON THE REVERSE SIDE OF THIS DOCUMENT AND AVAILABLE AT WWW.APPLIED.COM . BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT CONSTITUTES ACCEPTANCE OF APPLIED'S TERMS AND CONDITIONS.				
THIS QUOTE MAY CONTAIN ITEMS THAT ARE SPECIAL ORDER, UNIQUE, OR CUT TO SIZE. THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE. YOUR ORDER IS SPECIFICALLY CONDITIONED ON ACCEPTING THESE TERMS.								

Submittal Schedule

This schedule includes the products supplied as part of this submittal.

Schedule			Motor Data ¹			Drive Data			
Tagging /						Output			
Item	Qty	Equipment ID	HP	FLA	Voltage	Product ID	HP	Amps	Voltage
1	1		50	65	460 VAC	ACS550-CC-072A- 4+F267+G395+L512+P919	50	72	480 VAC
Notes: 1. AC Motor Data is per National Electrical Code Table 430.250 for typical motors used in most applications and is provided as typical data only. DC motor data is per typical industry standards. Actual motor data may vary.									