

# CARTERSVILLE CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall Thursday, November 16, 2023 at 7:00 PM

#### **AGENDA**

COUNCILPERSONS: CITY MANAGER:

Matt Santini – Mayor Dan Porta

Calvin Cooley – Mayor Pro Tem

Gary Fox CITY ATTORNEY:

Kari Hodge Cary Roth

Jayce Stepp CITY CLERK:

Taff Wren Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

#### **OPENING OF MEETING**

**Invocation** 

Pledge of Allegiance

**Roll Call** 

#### **COUNCIL MEETING MINUTES**

1. November 2, 2023

#### **PUBLIC HEARING** - 1ST READING OF ZONING/ANNEXATION REQUESTS

2. Z23-04. Mimosa Lane Residential Senior Living

#### **RESOLUTIONS**

3. Resolution for MGAG Member Elective Price Hedging

#### **BID AWARD/PURCHASES**

- 4. 2024 Georgia UPC Annual Membership Fee
- 5. 500kVA Transformer Purchase
- <u>6.</u> 750kVA Transformer Purchase Cancellations
- 7. 750kVA Transformer Purchases

Keith Lovell

- 8. Allocation of TPD Funds
- 9. Sports Complex Lighting
- 10. Wellness Program for 2024
- 11. WPCP Instrument Service
- 12. Land Application Farm Tree Clearing
- 13. Valve Manhole Installation

#### **ENGINEERING SERVICES**

- <u>14.</u> Water and Sewer Specifications Update
- 15. WPCP Expansion Engineering

#### **CONTRACTS/AGREEMENTS**

16. Art Donation

#### FIRST READING OF ORDINANCES

17. FY2023 Budget Ordinance Amendment

#### FINANCIAL REPORT

18. September 2023 Financial Report

#### **ADJOURNMENT**

Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.

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



### CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	November 2, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from November 2, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting City Hall – Council Chambers November 2, 2023 6:00 P.M. – Work Session 7:00 P.M. – Council Meeting

#### **WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:11 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Wren made a motion to go into Executive Session for the purposes of Property, Personnel, and Potential Litigation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting

Mayor Santini closed Work Session at 6:47 P.M.

#### **OPENING MEETING**

Mayor Santini called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by the Fox.

The City Council met in Regular Session with Matthew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

Via Phone: Jayce Stepp, Council Member Ward Two

#### **REGULAR AGENDA**

#### **COUNCIL MEETING MINUTES**

#### 1. October 19, 2023, Council Meeting Minutes

Council Member Fox made a motion to approve the October 19, 2023, Council Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

#### SECOND READING OF ORDINANCES

2. T23-04: Amendments to the Zoning Ordinance Applicant: Switch, LTD

**Applicant: Switch, LTD** 

Randy Mannino, Planning and Development Director, stated this text Amendment to Chapter 26, of the City's Zoning Ordinance, is to create a new zoning district, Technology (T) Zoning District. This district would allow data centers and associated uses. Planning Commission recommended approval.

The public hearing was opened.

Brandon Bowen, 15 S. Public Square, came forward to represent the applicant and to give an overview of the text amendment portion of the application. He continued by stating the dark sky provision had been added since the last reading.

Scott Edwards, 451Lucas Rd., came forward and stated he was in favor of the project but would like to see more of a narrowed focus on the technology district.

Greg Blaylock, 426 Washington Blvd, Dallas, came forward and stated that he encouraged all staff recommendations to be adopted and would prefer the buffer be greater than 100'.

With no one else to speak for or against the application, the public hearing was closed.

Council Member Fox made a motion to approve T23-04, as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance # 73-23

#### PUBLIC HEARING – 2<sup>nd</sup> Reading of Zoning/Annexation Requests

#### 3. Z23-03: Rezoning Application

Mr. Mannino stated this application was to rezone (8) tracts in the Carter Grove Planned Development (P-D) from P-D to T (Technology) District for construction of a data center campus. Planning Commission recommended approval. Since the last reading, the use has been limited to data center use only.

The public hearing was opened.

Mr. Bowen returned to the podium and spoke briefly about the buffers that are provided.

Mr. Blaylock returned to the podium and gave a presentation on how the latter phases will affect the Paulding County residents.

Lori Blaylock, 426 Washington Blvd., Dallas, came forward to present pictures of the Douglasville site.

Marlene Wood, 101 Columbus Ct., came forward to encourage Mayor Santini and the Council Members to visit the southern part of the project.

Steven Wood, 101 Columbus Ct., came forward to request a larger buffer on the southern end of the project.

With no one else to speak for or against the application, the public hearing was closed.

Council Member Wren made a motion to approve Z23-03 as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance 74-23

#### **CONTRACT/AGREEMENTS**

#### 4. 49 Westover Lane Distributed Generation Agreement

Derek Hampton, Electric Department Director, stated the residential customer has installed a solar power generation source (roof-mounted solar panels) that will be interconnected with the city's distribution system. When a power generation source connects to our distribution system, such as a solar power system, the Electric Department completes a visual inspection and field test to verify all operations meet our guidelines and do not negatively impact our system. The owner has signed the interconnection agreement and passed the field test. Approval was recommended.

Council Member Wren made a motion to approve the 49 Westover Lane Distributed Generation Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

#### 5. Salem Trust Revised Fee Amendment

Freddy Morgan, Assistant City Manager, stated that as we migrate to the GMEB pension plan, a revised fee agreement amendment is needed with our current Pension plan custodian (Salem Trust). Salem Trust has agreed to continue as custodian for the existing pension fund investments that are illiquid. Approval was requested to move forward with this amendment.

Council Member Fox made a motion to approve the Salem Trust Revised Fee Amendment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Hodge made a motion to add two (2) items to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

#### 6. Matthew Hill Park Stadium Steps Renovation

Steve Roberts, Parks and Recreation Director, stated Parks and Recreation is seeking approval of the RFP from Patterson and Dewar Engineers, located in Norcross, GA., to furnish the design and civil documents for the stadium steps and retaining wall renovation at Matthew Hill Park. The RFP was publicized September 13, 2023, through October 18, 2023, and bids opened October 18, 2023. Patterson and Dewar submitted the only proposal for \$133,125.00. The scope of work will

consist of the following: Survey, Schematic Design, Civil Engineering, Design Development, and Construction Administration for the final project.

Council Member Cooley made a motion to approve the Matthew Hill Park Stadium Steps Renovation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

#### 7. Opioid Litigation Representation

Dan Porta, City Manager, stated this agreement will allow J. Anderson "Andy" Davis and his new law firm to continue to represent the City of Cartersville in the opioid litigation case.

Council Member Fox made a motion to approve the Opioid Litigation Representation. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

#### BID AWARD/PURCHASES

#### 8. Gas Meter Purchase

Michael Dickson, Gas Department Director, stated that the Gas System is requesting the purchase of two Sensus 8-inch T-90 turbine meters for the SK America project. Our sole source provider, Equipment Controls Company, quoted \$31,601.50 for the meters. The budgeted items were recommended for approval.

Council Member Roth made a motion to approve the Gas Meter Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

#### 9. New Vehicles for Police Department

Frank McCann, Police Chief, stated the Police Department is requesting approval to purchase three vehicles from Ginn Motor Company to replace older vehicles in our fleet. This request includes two 2023 Chevrolet Tahoe's for \$96,830.00, a 2023 Dodge Ram SSV truck for \$42,990.00, and an additional \$21,000.00 to equip these vehicles with lights, sirens, and radios. The total cost will not exceed \$160,820.00. This is a budgeted request and will be paid for by general funds.

Council Member Cooley made a motion to approve the New Vehicles for the Police Department. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

#### 10. Flock LPR Invoice

Chief McCann stated the Police Department is requesting approval to pay an invoice to Flock Safety for six license plate readers (L.P.R.). with an amount not to exceed \$15,000.00. It is a budgeted item, and it will be paid for utilizing federal asset forfeiture funds.

Council Member Wren made a motion to approve the Flock LPR Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Stepp disconnected from the phone call.

#### 11. 2024 City Calendar Bids

Logan Bagley, Public Relations & Communications Manager, stated A New Dimension Graphic Design & Printing Inc. has been selected to provide 2024 City Calendar printing and mailing services, as they were the sole bidder of the project and have completed this project in previous years. The total cost is \$15,769.91 [\$15,182.03 for 10,500 calendars + \$587.88 for mailing services], which includes full-color printing, folding, binding, trimming, hole cutting, and mailing services. The design will be created in-house, using winning citizen-submitted photos from our 2024 City Calendar Photo Contest. It is projected to have the 2024 calendars in citizens' mailboxes no later than Friday, December 29, 2023. This is a budgeted item and was recommended for approval.

Council Member Cooley made a motion to approve the 2024 City Calendar Bids. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

#### 12. Matthews Garage Vehicle Repair

Mr. Porta stated in September, a city vehicle was involved in an accident, and the repair costs totaled \$11,478.44 with the city paying a \$1,000 deductible. Approval was recommended for the vehicle repair with Matthews Garage.

Council Member Fox made a motion to approve the Matthews Garage Vehicle Repair. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

#### ADDED ITEMS

#### 13. Resolution

Keith Lovell, City Attorney, stated this is a resolution authorizing the City of Cartersville, Georgia to opt out and/or file a request for exclusion from the nationwide class settlements related to PFAS.

Council Member Fox made a motion to approve the resolution to opt out. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution 37-23

#### 14. Representation Agreement for Water Litigation

MR. Lovell stated this agreement will allow the city to contract with Davis, Lucas, Carter, LLP and Friedman, Dazzio, & Zulanas, P.C. of Birmingham, Alabama to investigate, research, and prepare claims for the in reference to the PFAS and related substances into the City's drinking water supply.

Council Member Fox made a motion to approve the Representation Agreement for Water Litigation. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

#### **ADJOURNMENT**

Julia Drake City Clerk

With no other business to discuss, Council N	Member Fox made a motion to adjourn.
Meeting Adjourned at 7:49 P.M.	
	/s/
	Matthew J. Santini
	Mayor
ATTEST:	
/a/	



# CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Public Hearing - First Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z23-04. Mimosa Lane Residential Senior Living
DEPARTMENT SUMMARY RECOMMENDATION:	Rezoning of approx. 3.2 acres from M-U (Multiple Use) to RSL (Residential Senior Living) for the development of an age restricted community. This proposed RSL acreage would be combined with the existing 6.06 +/- acres previously rezoned to RSL on Z18-05.  Based on the review by city departments, staff does not oppose the proposed zoning for Residential Senior Living (RSL). The remaining 0.69 acres on Lot 1 and zoned M-U should maintain the 8 unit/ac condition for multi-family developments. Planning Commission recommended approval.
LEGAL:	N/A

#### **ZONING SYNOPSIS**

Petition Number(s): <u>Z23-04</u>

#### APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Windsong Properties

Representative: <u>Brandon Bowen</u>

Property Owner: <u>Cartersville Land Holdings, LLC</u>

Property Location: <u>1001 N. Tennessee St. &</u>

8 and 10 Mimosa Lane

Access to the Property: <u>Tennessee St and Mimosa La.</u>

Site Characteristics:

Property Size: Acres: Lot 1: 2.16 +/- District: 4<sup>th</sup> Section: 3<sup>rd</sup> LL(S): 239

 Lot 2: 0.72 +/ District: 4th
 Section: 3rd
 LL(S): 239

 Lot 3: 0.39 +/ District: 4th
 Section: 3rd
 LL(S): 239

 Lot 4: 5.77 +/ District: 4th
 Section: 3rd
 LL(S): 239/240

 Lot 5: 0.29 +/ District: 4th
 Section: 3rd
 LL(S): 239/240

Total: 9.33 +/- (Application states 9.4 ac)

Ward: 1 Council Member: Kari Hodge

#### LAND USE INFORMATION

Current Zoning: Lot 1: M-U\* (Multiple-Use w/ conditions) & RSL (Residential

Senior Living)

Lot 2: M-U (Multiple Use)

Lot 3: M-U

Lot 4: MU / RSL. Approx. 0.20 of 5.77ac is in the MU district Lot 5: MU/ RSL. Approx. 0.03 of 0.29ac is in the MU district

All Tracts Proposed Zoning: RSL (Residential Senior Living)

Proposed Use: Single Family attached, 55+ age restricted community

Remaining 0.69 acres of Lot 1 to maintain current zoning- M-U with conditions.

Current Zoning of Adjacent Property:

North: R-15 (Single Family Residential) & M-U (Multiple Use)

South: M-U

East: <u>M-U & RSL</u>
West: <u>R-15 and M-U</u>

The Future Development Plan designates the subject property as: <u>Transitional Use Area & Tennessee St. Corridor.</u>

The Future Land Use Map designates the subject property as: <u>Low-Medium Density</u> <u>Residential & Commercial, Mixed-Use.</u>

#### **ZONING ANALYSIS**

#### **Project Summary:**

The applicant proposes to rezone three properties totaling approx. 3.5 acres from Multiple Use (M-U) to Residential Senior Living (RSL) for the development of a single family attached, 55+ age restricted community. The M-U portion (approx. 0.20 of 6.0ac) of two additional properties is also proposed to rezone from M-U to RSL. The 3.5 acres would be combined with the existing 5.8+/- acres to the east already zoned RSL to create a 9.4 +/- acre development (Site survey shows 9.33 acres). The existing 5.8 acre tract was rezoned to RSL per Z18-05.

Z18-05 also changed the lone zoning condition for the property identified as 1001 N. Tennessee St. by increasing the multi-family unit density from six (6) units/ ac to eight (8) units/ac. No changes to this condition are proposed on this application. If apartments were to be developed on this remaining 0.69 acre tract, the total number of units allowed would be limited to four (4) units under the current zoning condition.

Survey plats and a concept plan have been submitted with the application. The following are proposed:

- 73 units grouped in blocks containing 4 to 8 units.
- Proposed unit dimensions are approx. 28' x 50' (1,400sf)
- Single car garages.
- Clubhouse/ amenities area.
- Green space.
- One entry point on Wildwood Dr.
- An Owners Association will be required.

The original concept site plan from Z18-05 is included for reference.

### Zoning Ordinance. Article VI- Single Family Dwelling District Regulations

Sec. 6.8. - RSL Residential Senior Living District Requirements

Sub-	General			
section	Standard	Allowed	Proposed	Difference
	A concept plan sh	all be submitted with the application for	or rezoning to the	RSL district, which
6.8.4	shall include, but not be limited to:			
			These items not concept, but spa	
				ems and other review
	Parking		comments durin	
	Utility Location		Ī	
	Setback Design			
	Reflective of		]	
	development			
	regulations			
6.8.5				
Α	Height	SF attached-35ft or 2.5 stories; SF	Concept	
	Regulations	Attached- 45ft or 3.5 stories.	elevation	
			meets requirement.	
В	Min. lot per	SF Detached- 3,000sf; SF	requirement.	
5	dwelling unit	Attached- 1,600sf.	N/A	
С	Maximum	SF Detached- (6) un/gross ac; SF	73 proposed	
	Density	Attached- (10) un/ gross ac.	(7.3 un/ac). 93	
			allowed (9.33	
			ac x 10 un)	
D	Min. Lot	SF Detached- 35ft, except cul-de-		
	Frontage	sacs. Cul de sacs- 20ft. SF Attached		
		(Other)- 20ft.	NA	
E	Min. Lot Width	SF Detached- 35ft, except cul-de-		
		sacs. Cul de sacs- 20ft. SF Attached (Other)- 20ft.	NA	
F	Min. Lot Depth	80 ft.	NA	
G	Min. Dev. Area	5 Acres	9.33	+ 4.33
Н	Min. Heated	1,000 sf.	1,200sf	
	Floor Area	·	(estimated)	
I	Setbacks		(	
1	Front Yard	10 ft.	Per plan	
2	Side Yard	SF Detached- 2.5ft from any		
		portion of the building including		
		overhang. SF Attached- 10ft as		
		measured from the end of each	Danalasi	
		row.	Per plan	

Sub- section	General Standard	Allowed	Proposed	Difference
3	Rear Yard	20 ft.	Per Plan	Difference
J	Landscape Buffer	10ft buffer around all property lines defining common space. Provide screen as needed per Sec. 4.17.	Per Plan.	
K	Accessory Use, Buildings and Structures	Per Sec. 4.9		
L	Other Standards			
1	A mandatory Owners Association	Declaration of CCRs, rules and regulations required.	To Be Provided	
2	Principal Structures	50% exterior finish to include bricks, stone, stucco, fiber cement siding	Plan Review	
3	Metal Panel Finish	Not allowed on buildings exceeding 150sf.	Plan Review	
4	Max. Attached Units	A Max. of (6) units side by side	4 to 6 unit groupings proposed	
5	Buffers	May be included within required setbacks; If required buffer is greater than setback, adhere to buffer dimension.	Per Plan	
6	Min. Dwelling Units	A min. of (3) dwelling units in a row.	ОК	
7	Parking	(2) spaces required per dwelling. Driveway parking counts as (1) space.	Space appears available	
8	Frontage, Roads and Driveways.	Lots must front a private or common driveway or public ROW; Common driveways may serve only (4) lots or (6) units; Common driveways must be a min 24 ft. wide	New street is proposed	
9	Open Space	Min. 10% of overall property.	Space appears available	

<u>City Departments Reviews</u>- A concept plan review with city departments was held on Sept. 26<sup>th</sup>.

**Electric:** Takes No Exception

**Fibercom:** No comments received

**Fire:** No comments received.

Gas: Takes No Exception

**Public Works:** Takes No Exception

**Water and Sewer:** Takes No Exception

**City School District:** No comments received

#### **Public Comments:**

None received as of 10-31-23.

#### STANDARDS FOR EXERCISE OF ZONING POWERS.

1. The existing land uses and zoning of nearby property.

The zoning and land use of adjacent properties is generally a low impact commercial use in the M-U zoning or a residential use in the R-15 or M-U districts.

- 2. The suitability of the subject property for the zoned purposes.

  The 8 and 10 Mimosa Lane properties contain older homes used as residences. The 1001 N Tennessee St. property is undeveloped and appears to have been an
  - agricultural field. A house was demolished between 1993 and 2000. As zoned the properties are suitable for the current use and many other uses under the M-U zoning.
- 3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.
  - Senior living communities seem to be in high demand. This will provide another housing option within the city limits.
- 4. Whether the subject property has a reasonable economic use as currently zoned.

  Though underutilized, the existing properties do have a reasonable use under the current M-U zoning.

- 5. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
  - The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential and light-use commercial properties.
- 6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
  - The proposed zoning and use is not expected to negatively impact the adjacent properties. Six (6) of the 9.33 acres are already zoned RSL, per Z18-05.
- 7. Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.
  - The zoning proposal does conform to the future development map and future land use map.
- 8. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
  - No adverse effects are anticipated. Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
- 9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

  The zoning proposal is not expected to create a burden on public facilities or utilities.
- 10. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
  - There are no other known conditions affecting the use or development of the property.

#### **STAFF RECOMMENDATION:**

Based on review by city departments, staff does not oppose the proposed zoning for Residential Senior Living (RSL). The remaining 0.69 acres on Lot 1 and zoned M-U should maintain the 8 units/ ac condition for multi-family developments.



#### **LOCATION MAP**



Alternate ID 49310

Residential

2.85

Overview



Legend

Parcels Roads

Parcel ID C029-0011-011 Sec/Twp/Rng

Property Address 1001 N TENNESSEE ST

LL 239 LD 4 3RD SEC Tract 5 Plat 2021-108 **Brief Tax Description** 

(Note: Not to be used on legal documents)

Class

Acreage

Owner Address CARTERSVILLE LAND HOLDINGS LLC PO BOX 262

CARTERSVILLE, GA 30120

Proposed subdivision line

Date created: 11/1/2023

Last Data Uploaded: 10/31/2023 9:05:19 PM

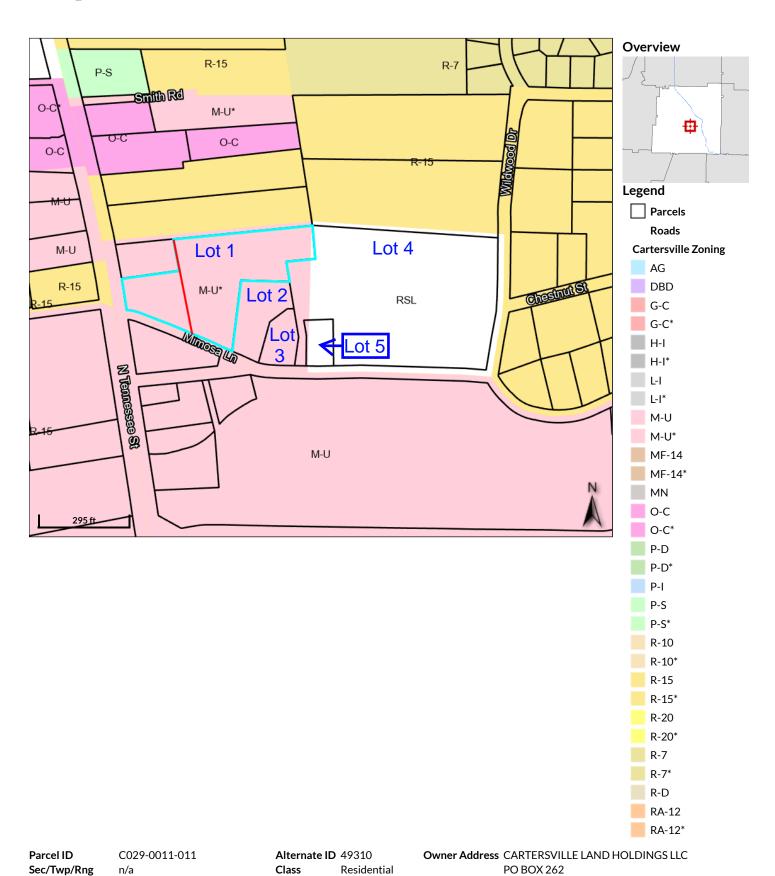


## 

Property Address 1001 N TENNESSEE ST

Acreage

2.85



CARTERSVILLE, GA 30120

Meeting: November 16, 2023 Item2.

### JENKINS, BOWEN & WALKER, P.

ATTORNEYS AT LAW

FRANK E. JENKINS, III BRANDON L. BOWEN ROBERT L. WALKER ERIK J. PIROZZI ELLIOT T. NOLL C. KIMBERLY PRINE

15 SOUTH PUBLIC SQUARE CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE (770) 387-1373

FACSIMILE (770) 387-2396

www.jbwpc.com

September 20, 2023

Mr. David Hardegree City Planner City of Cartersville, Georgia

Rc: Windsong Properties, rezoning application

Letter of Intent

Greetings David,

I am pleased to submit this Letter of Intent in association with the proposed rezoning application submitted contemporaneously on behalf of Windsong Properties. We are pleased to propose the development of an active adult residential community along the northern side of Mimosa Lane.

The properties involved are currently zoned either RSL or M-U. We would like for the entirety of the parcels shown on the attached site plan to be rezoned RSL to allow for the development of a premium fee-simple active adult community. This will be a 9.327-acre development of 73 single-family attached homes, age-targeted for 55 and over.

This application excludes a portion of parcel C029-0011-011, which will be a .691-acre tract at the corner of Mimosa Lane and N Tennessee Street, which will retain its M-U zoning. We will plan to subdivide this property promptly upon the successful conclusion of the rezoning.

Please let me know if you need anything further.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.

Brandon L. Bowen

**Enclosures** 

Application for Rezoning City of Cartersville	Case Number: $\frac{2304}{12(23)}$
Public Hearing Dates: Planning Commission	11/10/23 2 <sup>nd</sup> City Council 12/7/23 200pm 9Am
Applicant Windsong Proposites Office  Address 120 Colong Drue 300 Mobil	Phone 770-516-3409  le/ Other Phone 470-540-3772
City Woods took State GA Zip 301.  The Town of The Tow	Phone (Rep) 770 387-1321 Email (Rep) b bowen ejbupe com
Signed, sealed and delivered in presence of:  Bonnie J. Ellis  Notary Public	My commission expires:  BONNIE J ELLIS Notary Public, Georgia Bartow County My Commission Expires January 03, 2026
Address Barring Signature  Signed sealed, delivered in presence of:  BRIAN Notary II	Mx commission expires:  NNA ELLIS Public, Georgia
My Com Apr	ow County mission Expires il 23, 2027
Present Zoning District  Reason for Rezoning Request:  RSL/M-M*  RACTERIST RESERVED TO DISTRICT(S)  ROSA La No  (street address, nearest intersections, etc.)	Parcel ID No. C079 -0011 -011  C079 -0011 -009  (030 - 0006 -001
active adult community	ent as necessary)

<sup>\*</sup> Attach additional notarized signatures as needed on separate application pages.

## CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application:

Date Two Years Prior to Application: 9/20/21

Date Five Years Prior to Application: 9/20/19

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini		
Council Member:		
Ward 1- Kari Hodge		
Ward 2- Jayce Stepp		
Ward 3- Cary Roth	3 <del></del> 3	
Ward 4- Calvin Cooley	- <del>5</del>	
Ward 5- Gary Fox		
Ward 6- Taff Wren	-	
vara o Tan Wien		
Planning Commission		
Lamar Pendley, Chair		1
Anissa Cooley	-	
Fritz Dent		
Greg Culverhouse	<del></del>	1,
Jeffery Ross		
Stephen Smith		2

2. If the answer to any of the above is <u>Yes</u>, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Travis Popham

Signature Date Date Row Goss

**Print Name** 

## CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 9/	20/23
Date Two Years Prior to Application:	9/20/21
Date Five Years Prior to Application:	9/20/18
•	

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini		
Council Member:		1
Ward 1- Kari Hodge		
Ward 2- Jayce Stepp		
Ward 3- Cary Roth		
Ward 4- Calvin Cooley	,	
Ward 5- Gary Fox		
Ward 6- Taff Wren		
Planning Commission		1
Lamar Pendley, Chair		
Anissa Cooley		
Fritz Dent		
Greg Culverhouse		
Jeffery Ross		
Stephen Smith		
Travis Popham		

 If the answer to any of the above is <u>Yes</u>, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

> 9/18/23 Signature Date

rint Name

K:\Planning General Info\City Forms & Applications\Forms and Applications\Annexation Rezoning Special Use Variance apps\2023\Zoning application\_2023.doc

## CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 9/20/25

Date Two Years Prior to Application: 9/20/18

Date Five Years Prior to Application: 9/20/18

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini		1
Council Member:	<u>=</u> €	
Ward 1- Kari Hodge		
Ward 2- Jayce Stepp	-	
Ward 3- Cary Roth		
Ward 4- Calvin Cooley		
Ward 5- Gary Fox	<del></del> :	
Ward 6- Taff Wren		
Planning Commission		
Lamar Pendley, Chair	<u>.                                    </u>	
Anissa Cooley		
Fritz Dent	<u></u>	
Greg Culverhouse		
Jeffery Ross		72
Stephen Smith		- 100
Travis Popham		
		1

2. If the answer to any of the above is <u>Yes</u>, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Signature

Date

**Print Name** 

#### Tract 1

All that certain piece, parcel or lot of land lying and being in Land Lots 239 & 240 of the 4th District 3<sup>rd</sup> Section Bartow County, Georgia and being more fully shown having the following metes and bounds to wit.

Commencing at a #4 rebar found the intersection of the eastern right of way of North Tennessee Street (80' R/W) and the northern right of way of Mimosa Lane 40' R/W), thence S 68°58'35" E a distance of 216.11' to a #4 rebar set, being the point of beginning.

thence N 11°08'24" W a distance of 217.65' to a #4 rebar found; thence along the line of N/F Cartersville Holdings LLC (DB 3319 PG 319) N 11°08'24" W a distance of 101.43' to a #4 rebar found; thence along the line of N/F Bartow County (DB 2705 PG 631) N 84°51'55" E a distance of 446.48' to a #4 rebar found; thence along the line of N/F Holloway (DB 3216 PG 225) S 85°39'19" E a distance of 573.10' to a #4 rebar found on the western right of way of Mimosa Lane 40' R/W; thence along said right of way the following courses and distances:

S 00°54'58" W a distance of 232.83' to a point;

thence S 09°20'02" W a distance of 162.53' to a point #4 rebar set;

thence S 53°58'14" W a distance of 40.21' to a #4 rebar set:

thence N 87°38'39" W a distance of 307.73' to a point;

thence S 86°48'22" W a distance of 117.89' to a #4 rebar found;

thence N 87°42'35" W a distance of 22.96' to a #4 rebar found:

thence N 88°02'46" W a distance of 86.14' to a #4 rebar found:

thence N 87°20'39" W a distance of 14.78' to a point;

thence S 88°09'33" W a distance of 21.26' to a #4 rebar found;

thence S 87°38'25" W a distance of 10.02' to a point;

thence N 84°49'33" W a distance of 104.24' to a #4 rebar found:

thence N 63°56'55" W a distance of 89.69' to a #4 rebar found;

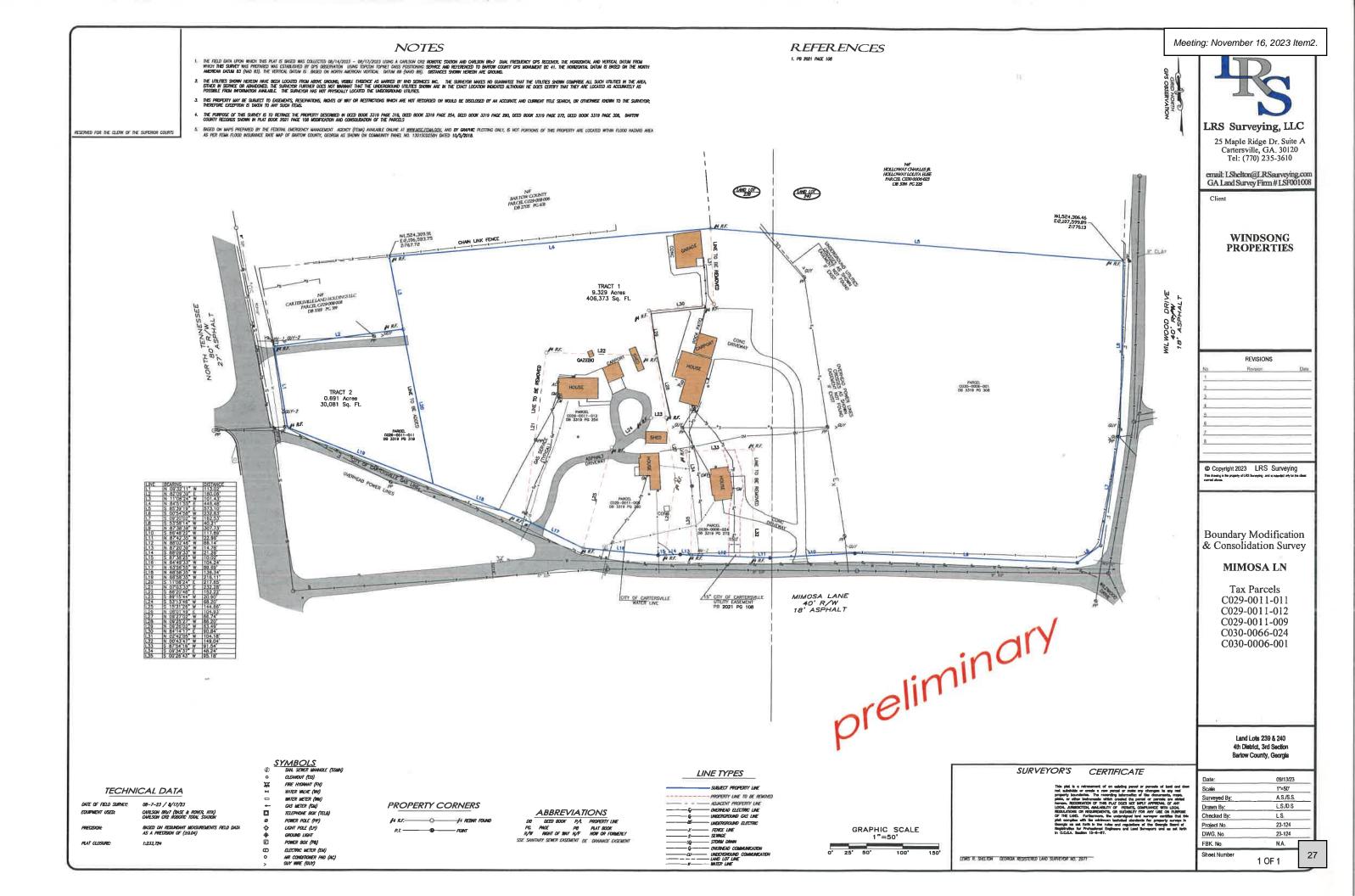
thence N 68°58'35" W a distance of 136.34' to the point of beginning and

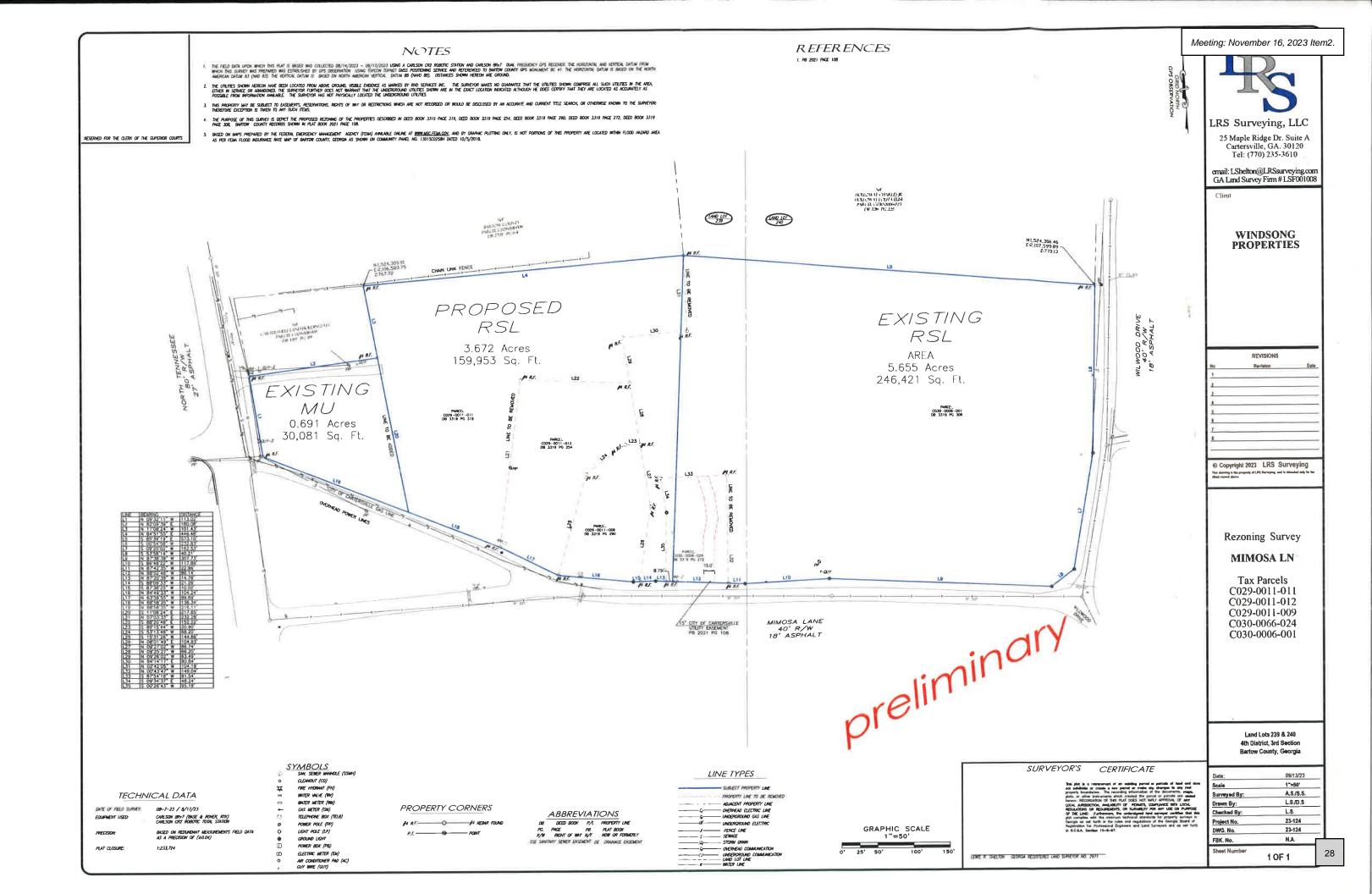
having an area of 9.329 acres (406,373 square feet)

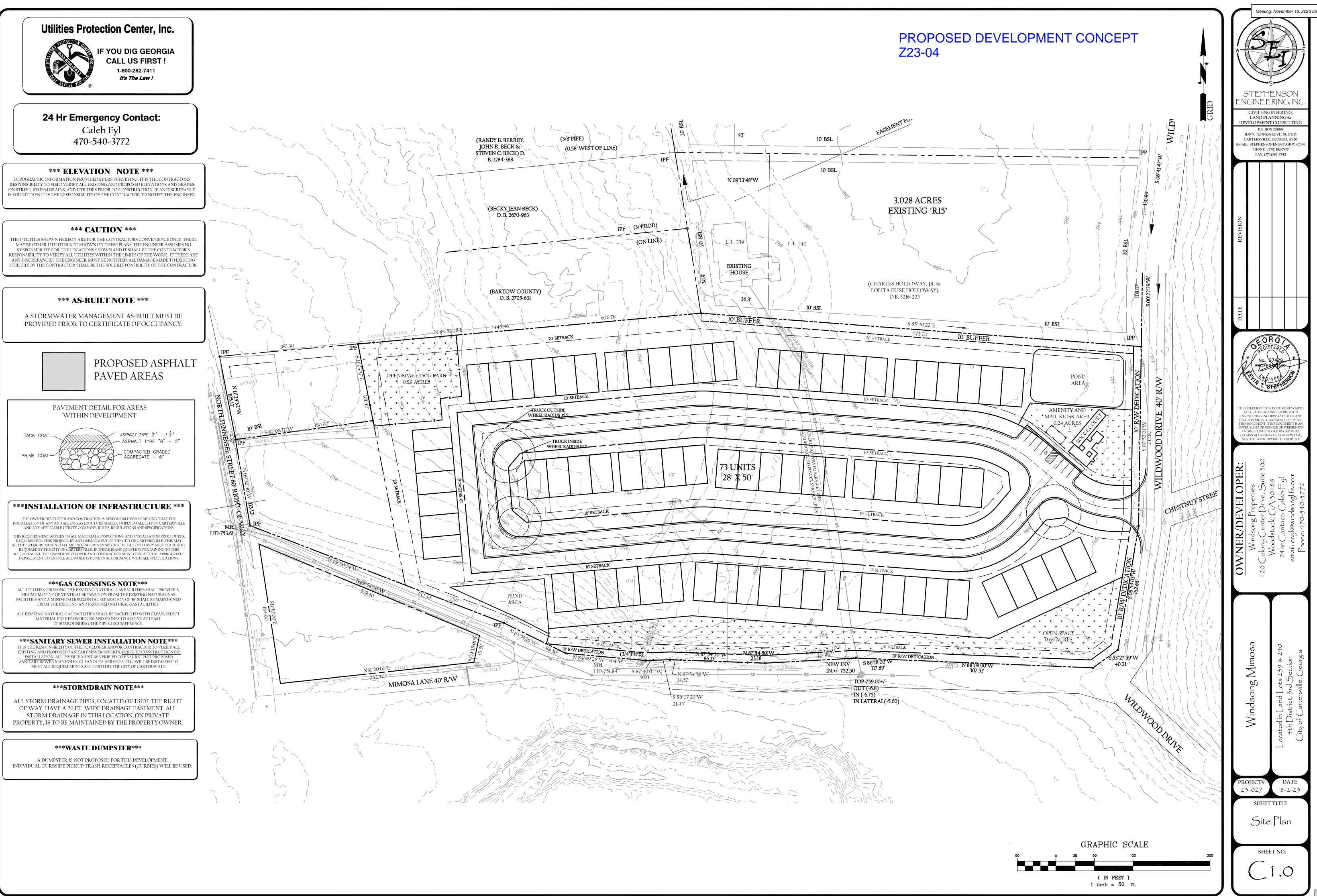
#### Tract 2

All that certain piece, parcel or lot of land lying and being in Land Lots 239 & 240 of the 4th District 3<sup>rd</sup> Section Bartow County, Georgia and being more fully shown having the following metes and bounds to wit.

Beginning at a #4 rebar found the intersection of the eastern right of way of North Tennessee Street (80' R/W) and the northern right of way of Mimosa Lane 40' R/W), thence the eastern right of way of North Tennessee Street (80' R/W) N 09°32'11" W a distance of 113.02' to a #4 rebar found; thence N/F Cartersville Holdings LLC (DB 3319 PG 319) N 82°09'39" E a distance of 180.08' to a #4 rebar found; thence S 11°08'24" E a distance of 217.65' to a #4 rebar set; Thence N 68°58'35" W a distance of 216.11' to a the point of beginning and having an area of 0.691 acres (30081 square feet)









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r 16, 2023 Item2.





Meetina: November 16, 2023 Item2.







### CITY COUNCIL ITEM SUMMARY

MEETING DATE: SUBCATEGORY:	November 16, 2023 Resolutions
<b>DEPARTMENT NAME:</b>	Gas
AGENDA ITEM TITLE:	Resolution for MGAG Member Elective Price Hedging
DEPARTMENT SUMMARY RECOMMENDATION:	On September 1, 2023, the City of Cartersville became a member of the Municipal Gas Authority of Georgia to manage the City's natural gas supply. As a benefit of being a member of MGAG, the City has the option to be part of MGAG's natural gas price hedging programs known as Member Elective Price Hedging. These programs were developed to manage price risk associated with natural gas prices giving the Member an opportunity to lock in future prices for natural gas purchases. Since these programs typically have a time limit associated with the natural gas purchases, the purpose of this resolution is to allow the City Manager, Gas System Director or Assistant Gas System Director to execute the elective forms, transaction confirmations and any other documents, agreements or instruments associated with any Member Elective Price Hedging contemplated by this resolution. The Gas System recommends Council approval of this resolution.
LEGAL:	Approved by Archer & Lovell

# **Memorandum**.

To: City of Cartersville City Council

cc: Matt Santini, Mayor

Dan Porta, City Manager

From: Brian Friery, Gas System Assistant Director

Date: November 6, 2023

**RE:** Resolution for the Authorization for

Hedging Natural Gas Through

Municipal Gas Authority of Georgia

As you know, by Contract entered into September 1, 2023 between the City of Cartersville and the Municipal Gas Authority of Georgia (MGAG), the City became a member of MGAG to manage the City's natural gas supply. As a benefit of being a member of MGAG, the City has the option to be part of MGAG's natural gas price hedging programs known as Member Elective Price Hedging. These programs were developed to manage price risk associated with natural gas prices giving the Member an opportunity to lock in future prices for natural gas purchases. Since these programs typically have a time limit associated with the natural gas purchases, the purpose of this resolution is to allow the City Manager, Gas System Director or Assistant Gas System Director to execute the elective forms, transaction confirmations and any other documents, agreements or instruments associated with any Member Elective Price Hedging contemplated by this resolution. This resolution was approved by the City Attorney's office. The Gas System recommends Council approval of this resolution.

#### RESOLUTION NO.

### AUTHORIZATION FOR HEDGING NATURAL GAS THROUGH MUNICIPAL GAS AUTHORITY OF GEORGIA

WHEREAS, the City of Cartersville is a Member (the "Member") of the Municipal Gas Authority of Georgia (the "Gas Authority") and has entered into a Gas Supply Contract, dated as of \_\_\_\_\_\_ (the "Gas Supply Contract"), with the Gas Authority; and

**WHEREAS**, the Member acknowledges that natural gas prices have historically been very volatile, and the use of hedging as provided for in the Gas Supply Contract can help mitigate price risk to the Member; and

WHEREAS, the Gas Authority's staff has studied the use of hedging strategies to mitigate price risk associated with market conditions for residential and commercial customers ("R&C Customers"), poultry growers ("Poultry Growers") and for industrial and other large end-users ("Industrial Customers"), and the staff has heretofore determined that it was feasible and desirable from a competitive standpoint to offer such hedging strategies to Members; and

**WHEREAS**, the Gas Authority has developed elective hedging programs under the provisions of the Gas Supply Contract to offer to Members to manage price risk associated with service to R&C Customers, Poultry Growers, Industrial Customers and other end-users; and

**WHEREAS**, under the Pricing Policy approved by the Board, Members are billed based on spot market prices adjusted for any hedges elected by the Members;

#### **NOW, THEREFORE, BE IT RESOLVED** as follows:

- Section 1. <u>Approval of Hedging</u>. The governing body of the Member hereby approves the use of the Gas Authority Member elective hedging programs under the Gas Supply Contract that enable the Member to offer hedged prices to its R&C Customers, Poultry Growers, Industrial Customers and other end-users ("Member Elective Price Hedging"). The Member hereby elects to limit its Member Elective Price Hedging authority under the Gas Supply Contract to hedges of 36 months or less.
- Section 2. <u>Hedging Elections and Transaction Confirmations</u>. The governing body of the Member hereby authorizes the City Manager, Gas System Director and/or Gas System Assistant Director of the Member (the "Authorized Member Representatives") to complete the election forms and/or transaction confirmations to enter into Member Elective Price Hedging and to deliver such election forms and/or transaction confirmations on behalf of the Member as its authorized act. The election forms and transaction confirmations shall be in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference.
- Section 3. <u>General Authorizations, Incorporation of Recitals and Ratification of Actions.</u> The Authorized Member Representatives are hereby authorized and directed to take such further actions and execute and deliver such certificates or other documents, agreements or instruments as shall be necessary or convenient to effect any Member Elective Price Hedging contemplated by this Resolution. The preambles hereto are hereby incorporated herein by this

reference and approved, and all actions of the Authorized Member Representatives in the review and finalization of election forms and transaction confirmations under Member Elective Price Hedging are hereby ratified and approved.

# BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this \_\_\_\_ day of November, 2023.

ATTEST:	
	/s/
/s/	Matthew J. Santini, Mayor
Julia Drake, City Clerk	City of Cartersville, Georgia
City of Cartersville, Georgia	·

### **Exhibit A (Election Form Examples)**

# HEDGE PROGRAM Option 2 (R&C Gas Authority Pool) Participation with Gas Authority Decisions

Member: _	Contact Pe	rson:		
	s election to participate in Option 2 of the hedge progrity of Georgia ("Gas Authority") and the Member and			
month prog hedges alrea hedges alrea	the the following monthly volumes (in MMBtu) on an oram. Future requests to change Option 2 hedge volume ady placed by the Gas Authority on behalf of the Me ady in place for as long as 24 months following written form supersedes all prior hedge elections or agreement	tes must be made in writing the mast be made in writing the may be on election to exit the Option	ng and are subject to limitation bligated to pay for natural gas	based or based on
Signed: _	as its:		Date:	
Gas Autho	ority Accepted:	as its:	Date:	
	Month (do not specify year)	Monthly Volu	ıme (MMBtu)	
	April			
	May			
	June			
	July			
	August			
	September			
	October			
	November			
	December			
	January			

Return To: Jeff Billings

Municipal Gas Authority of Georgia

104 TownPark Drive Kennesaw, GA 30144

February March

(770) 590-1000; (770) 425-3372 - Fax



# CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	2024 Georgia UPC Annual Membership Fee
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas Department is required by state law to be a member of the Georgia Utilities Protection Center. This is our annual membership fee invoice in the amount of \$15,986.57. This is equally split between all of the City utility departments. This is a budgeted item and Council's approval of this invoice is recommended.
LEGAL:	N/A

Meeting: November 16, 2023 Item4.



PO BOX 536434 ATLANTA, GA 30353-6434 770-623-4332, Option #4

Bill To	
CITY OF CARTERSVILLE (CTV) P.O. Box 1390 Cartersville, GA 30120	

Invoice

 Date
 Invoice #

 1/1/2024
 A24136

 Member Code

CTV

Monthly

Quarterly

Annual

P.O. No. Terms

Due on Receipt

		Due on Receipt			
Item	Description	Quantity	Rate	Amount	
Annual	2024 Annual Membership Fee		15,986.57	15,986.57	
Gal					
161 3 4 SW3					
<b>*\</b>					

If paying by check, please include your invoice number and member code to ensure payment is applied correctly.

Thank you!

Total \$15,986.57

Payments/Credits \$0.00

Balance Due \$15,986.57



# CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	500kVA Transformer Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase a 500kVA/480-volt transformer to serve a recent customer-choice win. Due to the customer's desired timeline, we could only find one vendor that could provide the transformer in are reasonable timeframe. We are requesting approval to order the transformer from JCL Energy for \$43,750.00. This is a budgeted expense.
LEGAL:	N/A

### **Transformer Total Ownership Cost Evaluation**

Quotes are for 2 units, prices on T.O.C. are per each unit

25kV-D.V. 500kVA 277/480 Sept. 2023

	VENDOR	BRAND	LEAD TIME IN WEEKS	UNIT PRICE (each)	NL	ш	TOTAL OWNERSHIP COST	COND
1	Solomon	Solomon	45 wks.	\$ 31,568.00			\$ 31,568.00	Reman.
2	JCLEnergy	JCL	4-6 wks	\$ 43,750.00			\$ 43,750.00	2nd Bid
3	JCLEnergy	JCL	12-16 wks.	\$ 43,000.00			\$ 43,000.00	25kV New
4	Gresco	Ermco					\$ -	*
5	STC						\$ -	*No Bid
6	Wesco	Cooper					\$ -	*No Bid
7	UTB	*foreign	30-36 wks	\$ 41,267.00			\$ 41,267.00	*+ freight
8							\$ -	
9							\$ -	
10							\$ -	

Irby (GE-Prolec) has no order slots available for 3-phase until 4th quarter 2024

\*No Bid : Irby, Southeastern (STC),

\* Not yet received or No Response
new JCL quote



Meeting: November 16, 2023 Item5.

JCL Energy 54 S. Sharpsville Ave. Sharon, PA, 16146 Phone: (724) 983-1300 Web: www.jcl.energy

Order No.: 003209 Order Date: 10/24/2023

**Delivery Date:** 

**Expiration Date:** 11/23/2023 **Customer ID:** C1680

**BILL TO:** SHIP TO:

City of Cartersville, GA 10 N. Public Square Cartersville GA 30120

City of Cartersville, GA 10 N. Public Square Cartersville GA 30120

**CUSTOMER P.O. NO. TERMS** CONTACT Net 30 Jeff Nalli Freight Terms SHIP VIA Allowed Truck **EXTENDED PRICE** NO. ITEM QTY. UOM **PRICE** PMT2905: New 500 kVA 3PH Padmount Transformer 1.0000 EACH 43,750.0000 43,750.00

NOTE: 500 KVA PADMOUNT TRANSFORMER

HV: 24940Y/14400 HV BIL: 125KV LV: 480Y/277 LV BIL: 30KV ONAN

TAPS: 24940,23902,22860,22292,21600,20785,20265

DEAD FRONT/LOOP FEED

HV BUSHINGS: 200A WELLS/ 25KV INSERTS

LV BUSHINGS: 4-HOLE TAP CHANGER **BAYONET FUSING** 4 POS LBOR MINERAL OIL AL WINDINGS LIQUID TEMP LIQUID LEVEL PRESSURE VAC

**DRAIN & SAMPLE** 

NOTE: LEAD TIME: NOV 2023 WARRANTY: 1 YEAR

FREIGHT: INCLUDED IN PRICE

**CHARLIE WILLIAMS** cwilliams@jclenergy. 850-428-1091

Sales Total: 43,750.00 Freight & Misc.: 0.00 Tax Total: 3,062.50 46,812.50

Total (USD):

#### Conditions:

Pricing valid for 30 days. Inventory items are subject to prior sale. Payment terms offered in this quote are contingent on an established account in good standing. SALES TAXES will be added for products delivered to, or picked up by customers in AL, AR, CA, CO, GA, FL, IA, IN, KS, KY, LA, MA, MI, MN, NC, ND, NE, NJ, NV, NY, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, or WY, unless 1) a tax exempt or resale cert is provided with purchase order or 2) export documents are provided within 30 days of shipment.

New / Made To Order Equipment: Due to the long lead-time nature of these products combined with the current global economic conditions, JCL Energy reserves the right to adjust pricing up to 3 months prior to shipment. JCL Energy will contact the respective buyer to discuss the required adjustment through a change order before shipping the units. No adjustment will be required if the change is within a +/- 2% window of the original quoted pricing.

JCL Energy Standard Terms & Conditions apply. To view our Terms & Conditions and Warranty information by product line, please visit our website at: https://jcl.energy/documentation/

Unless otherwise stated, equipment quoted is to be shipped via either common carrier or open top trailer. All rigging and removal from the truck / trailer is customer responsibility, as well as loading truck / trailer when returning equipment. Standard freight transit time is 7-10 working days. Please contact your salesperson for more information regarding expediting options and any additional charges. It is the buyer's responsibility to verify conformity to any and all customer-provided specifications or bid Exceptions and clarifications provided by JCL Energy are not confirmations of conformity to any written, or verbally communicated specifications.



# **CITY COUNCIL ITEM SUMMARY**

MEETING DATE: SUBCATEGORY:	November 16, 2023  Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	750kVA Transformer Purchase Cancellations
DEPARTMENT SUMMARY RECOMMENDATION:	Council originally approved the purchase of these two 750kVA transformers at the 10/22/2022 council meeting. Unfortunately, the vendor failed to deliver the order, and caused our customer additional hardship. We've had to secure new bids and start the process over with a different selection of vendors. We are asking council to cancel the approval of the purchase of (2)-750kVA transformers that was previously granted.
LEGAL:	N/A

# **Transformer Total Ownership Cost Evaluation**

14.400, 750kva, 277-480 OCT. 2022 per unit

VENDOR	BRAND	LEAD TIME	UNIT PRICE	NL	LL	TOTAL	LOWNERSHIP COST
UTB	UTB	35 wks.	\$ 39,920.00			\$	39,920.00
Trans. Net. Inc.	TNI	36-38 wks.	\$ 22,450.00			\$	22,450.00
Solomon	Solomon	29 wks	\$ 42,729.00			\$	42,729.00
<b>Power Supply</b>	WEG	84-86 wks.	\$ 42,732.84			\$	42,732.84
Emerald	Emerald	66-68 wks	\$ 19,539.00	936	6792	\$	30,543.00



# CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	750kVA Transformer Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department needs to purchase (2) 750kVA Transformers for an industrial customer's expansion. We received three bids and deemed the bid from Solomon Transformer to be the best bid based on price and delivery time. We are requesting authorization to purchase the two units from Solomon Transformer for a total of \$69,774.00. This is a budgeted expense.
LEGAL:	N/A

### **Transformer Total Ownership Cost Evaluation**

### Re-bid for Beaufloor (TNI spec issue rebid)

25kV or D.V.

750kVA 277/480

Sept.-Oct. 2023

	VENDOR	BRAND	LEAD TIME IN WEEKS	UNIT PRICE (per unit)	NL	Ш	TOTAL OWNERSHIP COST		COND	
1	Irby	GE Prolec		\$ -			\$	-	No Bid	
2	JCLEnergy	JCL	8-12	\$ 54,250.00			\$	54,250.00	New	*
3	Gresco	Ermco		\$ -			\$	-	No Bid	
4	Wesco	N/A		\$ 			\$	-	No Bid	
5	UTB			\$ -			\$	-	*	
6	Solomon	Solomon	11 wks	\$ 34,887.00			\$	34,887.00	Recon.	
7	Emerald			\$ -			\$	-	*	
8	JCLEnergy	N/A	48-50	\$ 54,250.00			\$	54,250.00	See Below	*
9				\$ -			\$	-	*	
10				\$ -			\$	-	*	

\* RFQ sent, quote not yet received or No Response

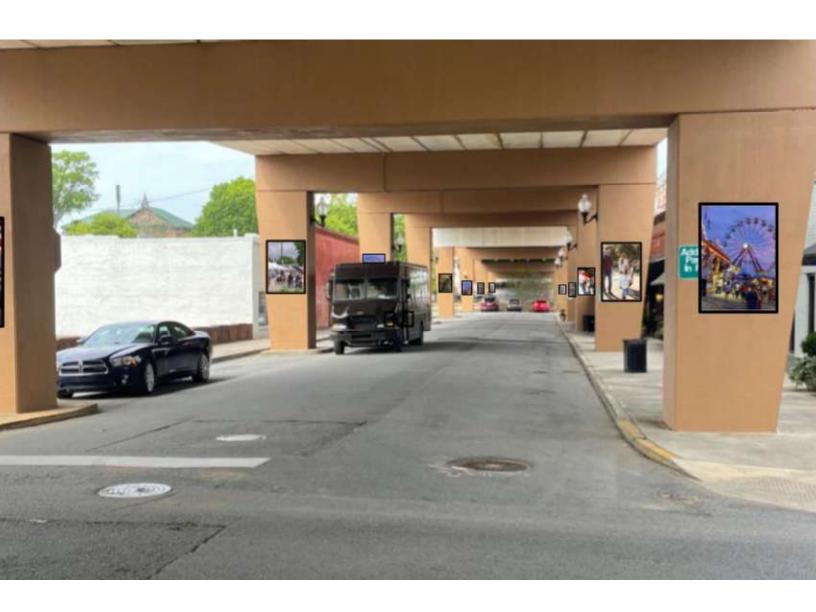
NB = Replied NO BID

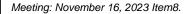
\* JCLEnergy only has 1 750 available @ 8-12 weeks. Lead time for the 2nd unit is 48-50 weeks and requires a 30% deposit upon order. These are both new foreign made units.



# CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Allocation of TPD Funds
DEPARTMENT SUMMARY RECOMMENDATION:	Art in Bartow is requesting the allocation of Tourism Product Development funds in the amount of \$9,800.00. This money will go towards the installation of 18 frames (4'x2'x6") on the columns under the bridge. The frames will be powder coated black metal and they will allow for interchangeable art to be displayed under the bridge. Artwork will be reproduced with permission of the artist and printed on coroplast for display. Downtown Cartersville and the CBCVB have agreed to split the cost of printing/providing the artwork. Staff recommends approval of this request.
LEGAL:	NA







Stage Left Fabrication 4403 Worth Street NW Acworth, Georgia 30101 United States

www.stageleftfab.com

BILL TO

**Art In Bartow** 

artinbartow@gmail.com

Estimate Number: 672

Estimate Date: May 4, 2023

**Expires On:** June 3, 2023

Grand Total (USD): \$9,800.00

Items	Quantity	Price	Amount
Aluminum Frame 4' x 2' 6" custom frames for Church Street Bridge Art Project with one removable side for changing out art. To be wall mounted with concrete fasteners - Powder coated black	19	\$400.00	\$7,600.00
<b>Delivery and Installation</b> Installation of 17 to 21 frames (add one extra day if we have to go with core drilled posts)	2	\$1,100.00	\$2,200.00
		Total:	\$9,800.00
		Grand Total (USD):	\$9,800.00



# CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bids/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Sports Complex Lighting
DEPARTMENT SUMMARY RECOMMENDATION:	Parks and Recreation is requesting approval to purchase lights for Fields one and two at the Sports Complex, which were excluded in the last round of upgrades.
	Sourcewell, the purchasing entity, is being utilized to purchase the lights from the preferred vendor, Musco Lighting. The lights currently in use on the remaining fields are Musco, which would allow staff to control all the lights using the same system through the Musco App.
	The scope of work for this project includes removing and replacing the existing lights and poles with new concrete poles, LED lighting, wiring, and monitoring. The total cost is \$310,000.00, and it is a budgeted request.
LEGAL:	N/A

### Cartersville,GA

### **Lighting System**

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	70'	70'	2	TLC-LED-1200	2.34 kW	Α
		70'	2	TLC-LED-1200	2.34 kW	В
		70'	1	TLC-LED-900	0.88 kW	Α
		70'	1	TLC-LED-900	0.88 kW	В
		16'	1	TLC-BT-575	0.58 kW	Α
		16'	1	TLC-BT-575	0.58 kW	В
A2	60'	60'	3	TLC-LED-900	2.64 kW	Α
		16'	1	TLC-BT-575	0.58 kW	Α
A3	60'	60'	3	TLC-LED-900	2.64 kW	В
		16'	1	TLC-BT-575	0.58 kW	В
B1	80'	80'	1	TLC-LED-1200	1.17 kW	Α
		80'	4	TLC-LED-1500	5.64 kW	В
		80'	3	TLC-LED-1500	4.23 kW	Α
		16'	2	TLC-BT-575	1.15 kW	Α
		16'	2	TLC-BT-575	1.15 kW	В
B2	70'	70'	1	TLC-LED-1200	1.17 kW	Α
		70'	2	TLC-LED-1500	2.82 kW	Α
		70'	1	TLC-LED-900	0.88 kW	Α
		16'	2	TLC-BT-575	1.15 kW	Α
В3	70'	70'	2	TLC-LED-1200	2.34 kW	В
		70'	1	TLC-LED-1500	1.41 kW	В
		70'	2	TLC-LED-900	1.76 kW	В
		16'	2	TLC-BT-575	1.15 kW	В
6			41		40.04 kW	

Circuit Summary									
Circuit	Description	Load	Fixture Qty						
Α	Baseball 1	19.58 kW	20						
В	Baseball 2	20.46 kW	21						

Fixture Type Summary											
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity				
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	10				
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	11				
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	8				
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	12				

Calculation Grid Summar	у							
Grid Name	Calculation Metric			Circuits	Fixture Qty			
Grid Name	Calculation Metric	Ave	Min	Max	Max/Min	Ave/Min	Officials	I IXIUIE QLY
Baseball 1 (Infield)	Horizontal Illuminance	53.1	34.4	64.8	1.89	1.54	Α	20
Baseball 1 (Outfield)	Horizontal Illuminance	30.6	17.2	41.7	2.42	1.78	Α	20
Baseball 2 (Infield)	Horizontal Illuminance	53.3	34.3	64.9	1.89	1.55	В	21
Baseball 2 (Outfield)	Horizontal Illuminance	30.3	18.6	44	2.37	1.63	В	21
Bullpen - 1st Baseline	Horizontal Illuminance	27.4	22.1	33.6	1.52	1.24	В	21
Bullpen - 3rd Baseline	Horizontal Illuminance	26.9	21.6	30.9	1.43	1.24	В	21
Glare (Cd) - East Prop Line	Max Candela (by Fixture)	923	0.39	2368	6014.64	2342.04	A,B	41
Glare (Cd) - North Prop Line	Max Candela (by Fixture)	1456	1.68	6600	3932.27	867.46	A,B	41

Calculation Grid Summary												
Grid Name	Calculation Metric				Circuits	Fixture Qty						
Griu Name	Calculation Metric	Ave	Min	Max	Max/Min	Ave/Min	Circuits	I IXIUI E QIY				
Spill - East Prop Line	Horizontal Illuminance	0.01	0	0.04	0.00		A,B	41				
Spill - East Prop Line	Max Vertical Illuminance Metric	0.04	0	0.10	0.00		A,B	41				
Spill - North Prop Line	Horizontal Illuminance	0.01	0	0.08	0.00		A,B	41				
Spill - North Prop Line Max Vertical Illuminance Metric		0.04	0	0.22	0.00		A,B	41				

Single Luminaire Amperage	Single Luminaire Amperage Draw Chart										
Driver (.90 min power factor)	Max Line Amperage Per Luminaire										
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)				
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6				
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3				
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0				
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5				

### From Hometown to Professional











Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

No. of Luminaires: 20

Total Load: 19.58 kW

Name: Baseball 1 Size: 200'/200'/200' - basepath 60'

Spacing: 20.0' x 20.0' Height: 3.0' above grade

**ILLUMINATION SUMMARY** Infield Outfield **Guaranteed Average:** 30.57 Scan Average: 53.08 Maximum: 64.8 41.7 17.2 Minimum: 34.4 Avg / Min: 1.54 1.78 Guaranteed Max / Min: 2.5 Max / Min: 1.89 2.42 1.56 UG (adjacent pts): 1.35 CU: 0.60 71 No. of Points: 25 Applied Circuits: A

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1:40

**EQUIPMENT LIST FOR AREAS SHOWN** 

LOCATION TLC-BT-575 1/1\* 15.5' TLC-LED-1200 TLC-BT-575 2/2\* A3 60' 15.5' TLC-LED-900 TLC-LED-1200 В1 80' 15.5' TLC-BT-575 2/2\* 3/4\* TLC-LED-1500 70' TLC-LED-900 В3 70' 70' TLC-LED-1200 15.5' TLC-BT-575 TLC-LED-1500 \* This structure utilizes a back-to-back mounting configuration 23 20 19 38 34 38 19 42 24 29 22 45 30 52 63 36 54 59 .33 .38 .44 55 25114

> to 0,0 reference point(s)  $\otimes$

# Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** Name: Baseball 2 Size: 200'/200'/200' - basepath 60' Spacing: 20.0' x 20.0'

Height: 3.0' above grade

ILLUMINATION S	UMMARY		
MAINTAINED HORIZONTA	AL FOOTCANDLE	ES	
	Infield	Outfield	
Guaranteed Average:	50	30	
Scan Average:	53.33	30.34	
Maximum:	64.9	44.0	
Minimum:	34.3	18.6	
Avg / Min:	1.56	1.63	
Guaranteed Max / Min:	2	2.5	
Max / Min:	1.89	2.37	
UG (adjacent pts):	1.30	1.52	
CU:	0.58		
No. of Points:	25	71	
LUMINAIRE INFORMATIO	N		
Applied Circuits:	В		
No. of Luminaires:	21		
Total Load:	20.46 kW		

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1:40

**EQUIPMENT LIST FOR AREAS SHOWN** 

		Pole	GRADE	MOUNTING	LUMINAIRE LUMINAIRE	es QTY /	THIS	T
QTY 1	LOCATION A1	SIZE 70'	GRADE ELEVATION -	MOUNTING HEIGHT 70'	Luminaire LUMINAIRE TYPE TLC-LED-900 TLC-RT-575	POLE 1/1*	THIS GRID	_
	712	"		15.5'		1/1*	1	1
1	A3	60'	-	70' 15.5'	TLC-LED-1200 TLC-BT-575	1	1	0
1	B1	80'	-	60' 80'	TLC-LED-900 TLC-LED-1200	3	3	0
	51			15.5'	TLC-BT-575	2/2* 3/4*	2	2
1	В3	70'	-	80' 70'	TLC-LED-1500 TLC-LED-900	2	2	0
				70' 15.5'	TLC-LED-1200 TLC-BT-575	2 2	2	0
4			TOTALS	70'	TLC-LED-1500	1	1	0 10
* This st	tructure utilize	s a back-to	-back mountin	g configuration	n			10
			00 332					
14.7			100					
			A Second					
170			ACTE					
100	123							
100								
100								
п								
20								
100	8.							
	SCALE	IN FEET	1:20					
	A							

**EQUIPMENT LIST FOR AREAS SHOWN** 

**ENGINEERED DESIGN** By: D.Alexander · File #209062B · 09-Mar-23

Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Bullpen - 1st Baseline Size: 200'/200'/200' - basepath 60'

Spacing: 10.0' x 10.0'

Height: 3.0' above grade

ILLUMINATION SUMMARY MAINTAINED HORIZONTAL FOOTCANDLES **Entire Grid** Scan Average: Maximum: 33.6 22.1 Minimum: Avg / Min: 1.24 Max / Min: 1.52 UG (adjacent pts): 1.22 CU: 0.01 No. of Points: 12 LUMINAIRE INFORMATION Applied Circuits: B No. of Luminaires: 21 Total Load: 20.46 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

GRID SUMMARY

Name: Bullpen - 3rd Baseline Size: 200'/200'/200' - basepath 60' Spacing: 10.0' x 10.0'

Height: 3.0' above grade

**ILLUMINATION SUMMARY** 

Scan Average: Maximum: 30.9 Minimum: 21.6 Avg / Min: 1.24 Max / Min: UG (adjacent pts): 1.37 CU: 0.01 No. of Points: 12 LUMINAIRE INFORMATION Applied Circuits: B No. of Luminaires: 21 Total Load: 20.46 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1:20



to 0,0 reference point(s)  $\otimes$ 

Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Spill - North Prop Line

Spacing: 30.0'

Height: 3.0' above grade

**ILLUMINATION SUMMARY** 

**Entire Grid** 

Scan Average: 0.0146 Maximum: 0.078 Minimum: 0.000

No. of Points: 33 LUMINAIRE INFORMATION

Applied Circuits: A, B

No. of Luminaires: 41 Total Load: 40.04 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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to 0,0 reference point(s)  $\otimes$ 

Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Spill - North Prop Line

**Entire Grid** 

33

Spacing: 30.0' Height: 3.0' above grade

**ILLUMINATION SUMMARY** 

MAX VERTICAL FOOTCANDLES

Scan Average: 0.0431 Maximum: Minimum: 0.000 No. of Points:

LUMINAIRE INFORMATION Applied Circuits: A, B

No. of Luminaires: 41 Total Load: 40.04 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Glare (Cd) - North Prop Line

Spacing: 30.0'

Height: 5.0' above grade

**ILLUMINATION SUMMARY** 

CANDELA (PER FIXTURE) **Entire Grid** 

Scan Average: 1455.6010 Maximum: 6599.529 Minimum: 1.678

No. of Points: LUMINAIRE INFORMATION

Applied Circuits: A, B No. of Luminaires: 41 Total Load: 40.04 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

33

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

We Make It Happen<sub>®</sub>

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Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Spill - East Prop Line Spacing: 30.0'

Height: 3.0' above grade

**ILLUMINATION SUMMARY** 

**Entire Grid** 

Scan Average: 0.0145 Maximum: 0.044 Minimum: 0.000 No. of Points: 16

LUMINAIRE INFORMATION Applied Circuits: A, B

No. of Luminaires: 41 Total Load: 40.04 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

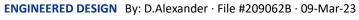
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1:80



Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Spill - East Prop Line Spacing: 30.0'

Height: 3.0' above grade

**ILLUMINATION SUMMARY** 

MAX VERTICAL FOOTCANDLES **Entire Grid** 

Scan Average: 0.0362 Maximum: 0.099

Minimum: 0.000 No. of Points: 16

LUMINAIRE INFORMATION Applied Circuits: A, B

No. of Luminaires: 41 Total Load: 40.04 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1:80



Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

**GRID SUMMARY** 

Name: Glare (Cd) - East Prop Line

Spacing: 30.0'

Height: 5.0' above grade

**ILLUMINATION SUMMARY** 

CANDELA (PER FIXTURE) Entire Grid

Scan Average: 922.7623 Maximum: 2367.521 Minimum: 0.394

No. of Points: 16

LUMINAIRE INFORMATION Applied Circuits: A, B

No. of Luminaires: 41 Total Load: 40.04 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

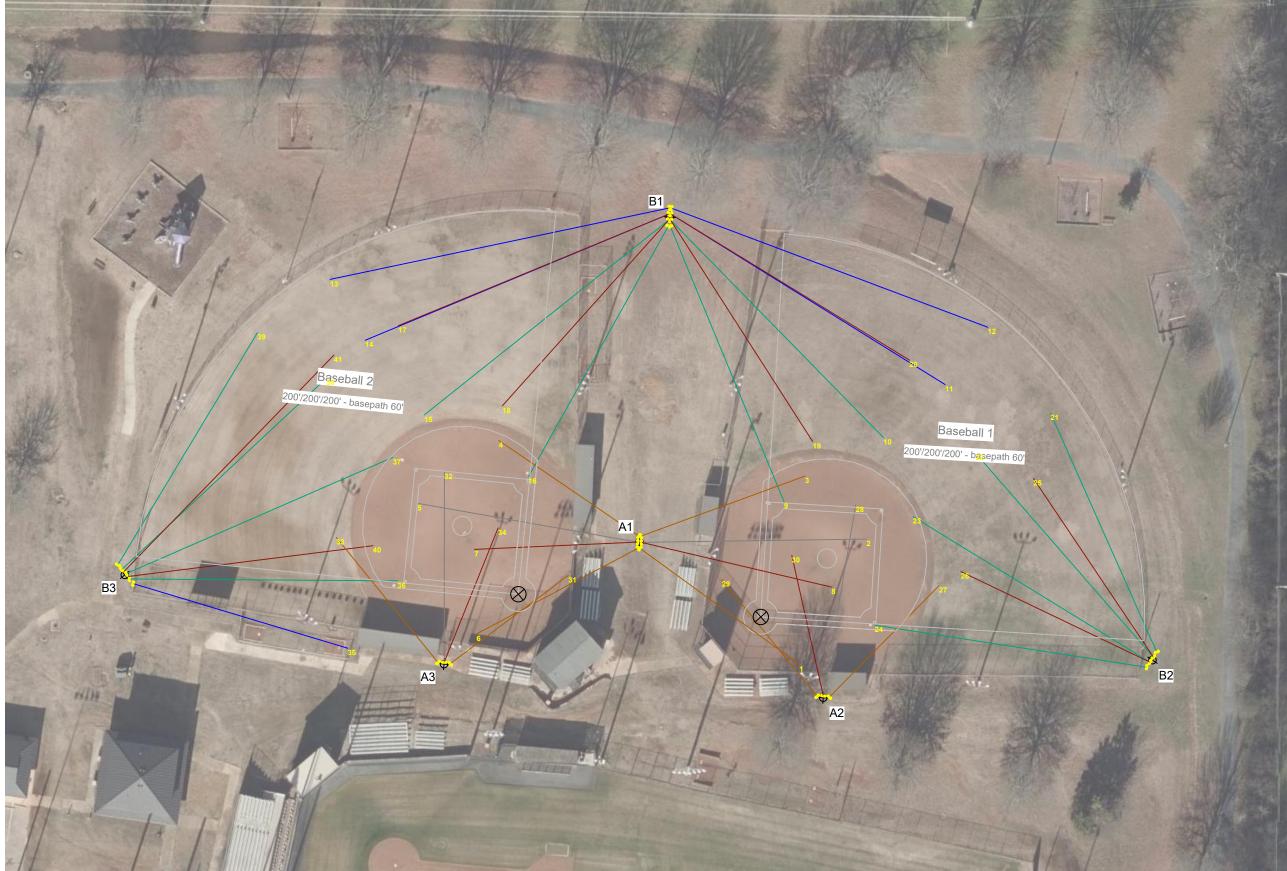
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Cartersville,GA

Cartersville Meeting: November 16, 2023 Item9.

#### **EQUIPMENT LAYOUT**

INCLUDES:
Baseball 1

· Baseball 2

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN												
		Pole		Luminaires								
QTY	LOCATION	CLASS	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE						
1	A1	LSS70B	-	70'	TLC-LED-900	1/1*						
				15.5'	TLC-BT-575	1/1*						
				70'	TLC-LED-1200	2/2*						
2	A2-A3	LSS60AA	-	15.5'	TLC-BT-575	1						
				60'	TLC-LED-900	3						
1	B1	LSS80B	-	80'	TLC-LED-1200	1						
				15.5'	TLC-BT-575	2/2*						
				80'	TLC-LED-1500	3/4*						
1	B2	LSS70A	-	70'	TLC-LED-900	1						
				70'	TLC-LED-1200	1						
				15.5'	TLC-BT-575	2						
				70'	TLC-LED-1500	2						
1	В3	LSS70A	-	70'	TLC-LED-900	2						
					70'	TLC-LED-1200	2					
				15.5'	TLC-BT-575	2						
				70'	TLC-LED-1500	1						
_												

6 TOTALS

\* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART											
Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)										
Single Phase Voltage	208	220 (60)	240 (60)	277 (60)	347 (60)	380	480 (60)				
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6				
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3				
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0				
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5				



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### Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

Date: November 1, 2023

Expiration date: December 1, 2023 To: Mr. Steve Roberts, Recreation Director

**Project: Cartersville Sports Complex** Cartersville, GA

**Musco Project Number: 209062** 

#### Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase - contract number: 041123-MSL

#### Quotation Price - Materials Delivered to Job Site and Installation

### Lighting

Fields 1 & 2 – 200'/200'/200' ......\$ 310,000.00

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

#### Light-Structure System™ with Total Light Control – TLC for LED™ technology

#### **Guaranteed Lighting Performance**

- Guaranteed light levels and uniformity
- BallTracker® technology targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

#### **System Description**

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- Factory aimed and assembled pole color accent luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- **UL** listed assemblies

#### **Environmental Light Control**

- Spill light minimized at adjacent property to .08 footcandles
- Off-site glare light minimized at adjacent property to 6600 candela

#### **Control Systems and Services**

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

#### **Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team over 170 Team members dedicated to operating and maintaining your lighting system - plus a network of 1800+ contractors



#### Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

#### **Installation Services Provided**

[See attached scope of work]

#### Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

#### **Payment Terms**

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC Taylor Knoot Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL

#### **Delivery Timing**

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

#### **Notes**

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor 3.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rob Staples Georgia Sales Representative Musco Sports Lighting, LLC Phone: 706.870.2177

E-mail: rob.staples@musco.com



# Cartersville Sports Complex – Fields Cartersville, GA Retrofit Scope of Work

#### **Customer Responsibilities:**

- 1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
- 2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
- 4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- 5. Pay any power company fees and requirements.
- 6. Pay all permitting fees and obtain the required electrical permitting.
- 7. Provide area on site for disposal of spoils from foundation excavation.
- 8. Provide area on site for dumpsters.

#### Musco Responsibilities:

- 1. Provide foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
- 2. Provide layout of pole locations and aiming diagram.
- 3. Provide foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.

#### **Installing Contractor Responsibilities**

#### General:

- 1. Obtain any required permitting.
- 2. Contact local agencies for locating public utilities and then confirm they have been clearly marked.
- 3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 8. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 9. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

#### **Demolition:**

- 1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
- 2. Leave existing power feed in place for connection to new pole locations.



#### Foundations, Poles, and Luminaires:

- 1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately contact Musco.
- 2. Provide labor, materials, and equipment to install LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
- 3. Remove spoils to owner designated location at jobsite.
- 4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
- 5. Provide labor, equipment, and materials to erect dressed LSS Poles and aim utilizing the pole alignment beam.

#### **Electrical:**

- 1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
- 2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.

#### **Control System:**

- 1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet and terminate all necessary wiring.
- 2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
- 3. Check all zones to make sure they work in both auto and manual mode.
- 4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



M-2168-enUS-13

#### **CODE OF CONDUCT**

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

#### 1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- C. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- **d.** Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.
- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or



being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.

#### 2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.

- a. Review and understand installation instructions are provided with every product installation.
- b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
- C. Verify that components have been assembled per Musco installation instructions.
- d. Verify plumb of concrete foundations prior to standing of poles.

#### 3. PROVIDING A QUALITY INSTALLATION TEAM.

- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
- b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
- c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
- d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.





**Solicitation Number: RFP #041123** 

#### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

# 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

#### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

# 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
  - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

#### 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

#### 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

#### 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

# 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

- 1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

- promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

# 17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
  - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
  - 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
  - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

#### 19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

#### 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

#### 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
Docusigned by:

Jeremy Schwart

Jeremy Schwartz

Title: Chief Procurement Officer

6/16/2023 | 2:10 PM CDT

Approved:

By: \_\_\_\_\_\_\_\_Chad Coauette

Title: Executive Director/CEO

6/23/2023 | 2:44 PM CDT Date:

Meeting: November 16, 2023 Item9.

# RFP 041123 - Sports Lighting Solutions with Related recimology, Equipment, and Services

#### **Vendor Details**

Company Name: Musco Sports Lighting, LLC

100 1st Ave West

Address: PO Box 808

Oskaloosa, IA 52577

Contact: Amanda Hudnut

Email: musco.contracts@musco.com

Phone: 800-825-6030 Fax: 641-672-1996 HST#: 42-1511754

#### **Submission Details**

Bid Number: RFP 041123

Created On: Tuesday February 21, 2023 07:22:41
Submitted On: Monday April 10, 2023 10:57:03

Submitted By: Jim Hansen

Email: jim.hansen@musco.com

Transaction #: 644e37be-1ebc-43b3-9b63-5a4fe7708b28

Submitter's IP Address: 216.248.100.66

**Specifications** 

Meeting: November 16, 2023 Item9.

# **Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None **
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None **
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
6	Proposer website address (or addresses):	www.musco.com *
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

# **Table 2: Company Information and Financial Strength**

Bid Number: RFP 041123

Line Item	Question	Response *	
100111			

Vendor Name: Musco Sports Lighting

Bid Number: RFP 041123

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in manufacture of sports and transportation/infrastructure lighting world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally.	tem9.
		Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games.	
		Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	
		Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few.	*
		Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	
		Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	
		Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

Bid Number: RFP 041123

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller,	Musco Sports Lighting, LLC is a manufacturer of sport transportation/infrastructure lighting solutions. Musco has Meeting: November 16, 2023 light and Transportation of the light of the l	tem9.
	or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	dedicated Team Members throughout the United States α Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information.  As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

# **Table 3: Industry Recognition & Marketplace Success**

Meeting: November 16, 2023 Item9.

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.	
		American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022)	
		Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021)	
		NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018)	
		David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018)	*
		Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012)	
		Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993)	
		Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985)	
		Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

# Table 4: References/Testimonials

Bid Number: RFP 041123

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

#### **Table 5: Top Five Government or Education Customers**

Meeting: November 16, 2023 Item9.

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	I Entity I Vno *	State / Province *	Scope of Work *	ISIZO OF Transactions *	Dollar Volume Past Three Years *
Education	Education	Florida - FL	Materials & install	Approx. \$500K	Approx. \$10.8M
Education	Education	Arizona - AZ	Materials	Approx. \$750K	Approx. \$6.8M
Government	Government	Florida - FL	Materials & install	Approx. \$1.7M	Approx. \$6.7M
Government	Government	Texas - TX	Materials & install	Approx. \$900K	Approx. \$6.3M
Education	Education	Texas - TX	Materials & install	Approx. \$400K	Approx. \$5.9M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco.	
		Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	
		Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs.	*
		Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	

Bid Number: RFP 041123 Vendor Name: Musco Sports Lighting

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products an states, the District of Columbia and Canada. Musco will geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.

# **Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached.  • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control − TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions  Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications.  Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

# **Table 8: Value-Added Attributes**

Bid Number: RFP 041123

Line	Question	Response *	
Item	Question	Response	i

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Describe any product, equipment, Musco includes training with the purchase of our solutions. Meeting: November 16, 2023 Item9. maintenance, or operator training programs that you offer to During the sales process, Musco's Sales Team will provide education on sports lighting, Sourcewell participating entities. Musco's products and services as well as applicable governing bodies standards. Include details, such as whether training is standard or optional, Once installation of the Musco lighting system is completed, Musco's Sales Team and/or who provides training, and any Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Controlcosts that apply. Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. 41 At Musco, our approach is more than just selling and installing poles and fixtures. We are Describe any technological in the business of selling the right amount light, on and off the facility, for the least amount advances that your proposed products or services offer. of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control - TLC for LED®, we are able to achieve things never before possible - from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control - TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty

original design criteria for 25 years.

program covers all materials and labor to maintain operation of its lighting system to

	I		
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying	Musco is committed to excellence and leadership in the protect the implementation of sustainable guidelines. We minimize the land through programs to reduce pollution at its source and will conserve energy unrough the use of energy efficient lighting systems.	Item9.
	agency for each.	Product:  • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment.  • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area.  • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency.  • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions.	
		<ul> <li>Manufacturing:</li> <li>On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials.</li> <li>Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material.</li> <li>Reusable packaging is used to move components from original fabrication through the complete manufacturing process.</li> <li>During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass.</li> <li>Reuse water during the manufacturing process and conserve water when possible.</li> </ul>	*
		Office:  • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility.  • Use geothermal heating and air conditioning to minimize energy consumption.  • Our facilities have automatic toilets and faucets to minimize water usage.	
43	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period.	*
		At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	

# **Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
10111		

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46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all mal operation of its lighting system to original design Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall		
		monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.		
		To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.		
		The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alphanumeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed.	*	
		Under the Musco Constant 25 <sup>™</sup> or Musco Constant 10 <sup>™</sup> Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment.		
		Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty.		
		Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded "Musco Solutions and Testimonial videos" document that has been uploaded.		
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*	
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*	
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems.		
		Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs.	*	
		Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, "Musco often is calling me to schedule a repair before I even know I had a problem."		
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*	
51	What are your proposed exchange and return programs and policies?	Due to Musco's lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*	
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant $25^{\text{TM}}$ or Musco Constant $10^{\text{TM}}$ documents. Under the Musco Constant $25^{\text{TM}}$ or Musco Constant $10^{\text{TM}}$ Product Assurance & Warranty Program.	*	

Vendor Name: Musco Sports Lightin

Bid Number: RFP 041123

# **Table 10: Payment Terms and Financing Options**

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Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.	
		The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Vendor Name: Musco Sports Lightin 101

# **Table 11: Pricing and Delivery**

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Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C.	*
		Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

# **Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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# **Table 13: Audit and Administrative Fee**

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Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts.  • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period.  • Each contract project PO is checked and validated that it is an awarded contract purchase  • Project awarded contract fee is validated as correct  • When validation complete, report sent to cooperative purchasing organization  • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports  • Invoice documents for projects of a contract member are available for review upon request
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control — TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program.
		SportsCluster® lighting system with Total Light Control − TLC for LED™ or Total Light Control − TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,

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contingent upon Musco's inspection and approval of exwiring.

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Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data.

Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses.

Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest!

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.

Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.

70 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

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The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest.

Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment. DMX

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# Table 14B: Depth and Breadth of Offered Equipment Products and Services

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Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	© Yes	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	C No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

# **Table 15: Industry Specific Questions**

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off- site glare for your sports lighting products, both pre- installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles.  Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

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75 Discuss your proposed product line in terms of sustainability and recycling.

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Musco is committed to excellence and lead environment, and the implementation of sus

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reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members.

To accomplish this program, the following guidelines are established:

#### Recycle

- Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members.
- Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process.
- Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging.
- Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers.

#### Conserve

- Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage.
- Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment.
- Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency.
- Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority.
- Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues.
- Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations.
- We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide.
- As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce.
- Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter.

In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.

#### **Exceptions to Terms, Conditions, or Specifications Form**

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Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

#### **Documents**

#### Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing Musco Sourcewell 041123 Pricing September 2022.pdf Wednesday March 15, 2023 15:12:16
  - Financial Strength and Stability Financial Strength and Stability.zip Wednesday March 15, 2023 15:12:27
  - Marketing Plan/Samples Marketing Plan Samples.zip Wednesday March 15, 2023 15:12:40
  - WMBE/MBE/SBE or Related Certificates (optional)

Bid Number: RFP 041123

- Warranty Information Warranty.zip Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples Document Samples.zip Wednesday March 15, 2023 15:13:17
- Upload Additional Document Company and Product Information.zip Wednesday March 15, 2023 15:13:42

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Meeting: November 16, 2023 Item9.

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:

Bid Number: RFP 041123

- 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
- 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; or
- 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

Vendor Name: Musco Sports Lightin

by the State of Minnesota; the United States federal government or the Canadian government Participating Entity. Vendor certifies and warrants that neither it nor its principals have been related to the subject matter of this solicitation.

Meeting: November 16, 2023 Item9.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Bid Number: RFP 041123

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	⊠	1



MEETING DATE: SUBCATEGORY:	November 16, 2023  Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	Administration
AGENDA ITEM TITLE:	Wellness Program for 2024
DEPARTMENT SUMMARY RECOMMENDATION:	For the past five years, city employees, excluding fire personnel, have been required to have a biometric screening done and one follow up visit with a health coach. This service has been provided by Corporate Health Partners (CHP) and for 2024 they have proposed the cost for this same testing to be \$99.00 per employee, plus \$2,500.00 in management fees. For 237 participating employees, plus a management fee, this totals \$25,963.00 which if approved, can be paid from the \$60,000.00 wellness credit given to us by Anthem (BCBS) Insurance. In addition to the annual health screenings, we would like to have CHP provide some nutrition and step challenges to encourage employees to better health. The estimated costs for these programs are \$7,500.00 bringing the potential total cost for all programs from CHP for 2024 to \$33,463.00 and I recommend approval of this agreement.
LEGAL:	N/A





# Exhibit A to the Client Services Agreement Fourth Extended Service Term per Section 4 of Client Services Agreement

Client Signature:			Date:
CHP Signature:			Date:
Client Name:	City of Cartersville		
Service Term:	From: January 1, 2024	To: Decemb	er 31, 2024
Participant/Locations	Count:		
Location:	Cartersville, GA	Eligible Employees:	247
Total Eligible Employ	<u>vees:</u> 247		

Pricing & Payment Terms:

Item	Billing Criteria	Eligible Employee Count	Estimated Participation	Estimated # Participants	Rate	Annual Fee	20% due at Agreement Signing (no later than 12-15-23)	Balance Due 30 Days after Start of Screenings
Health Awareness - Health Screening and Personalized 30-Minute Results Coaching Session	Per Participant	247	96%	237	\$99.00	\$23,463.00	\$4,692.60	\$18,770.40
Corehealth Platform	NA	NA	NA	NA	Annual Fee o	f \$3000 being wa	aived for 2024 and 2025	program years
Management Fee	NA	NA	NA	NA	NA	\$2,500.00	\$500.00	\$2,000.00
Note: Billing will be trued u	ıp to actual pai	rticipation onc	e screening phase	has been compl	Totals	\$25,963.00	\$5,192.60	\$20,770.40
Item	Billing Criteria	Eligible Employee Count	Estimated Participation	Estimated # Participants	Rate	Annual Fee	50% due at Agreement Signing (no later than 12-15-23)	50% Balance Due 07-01-24
Culture Building	NA	NA	NA	NA	NA	\$7,500.00	\$3,750.00	\$3,750.00

## Total Annualized Cost Including Health Awareness & Culture Building

\$33,463.00

#### **Optional Services:**

Item	Fees	Initialed By Client if option is
3-Sessions Coaching Series	\$75 per year per participant billed monthly	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)	





#### Services Included:

✓ Participant Web Portal – Robust, high-tech portal available via computer or mobile devices. Specific features include:

Personalized with client logo	Individual goal setting and tracking	
Online education	Steps synced with participant tracker device	
Social/Peer support	Online Health Risk Assessment	
Individual Risk Assessment Report	Appointment reminders	
Online scheduling of health screening	Program compliance tracking (points)	

- ✓ Review & Planning Session CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ Online Wellness Assessment/Health Risk Assessment A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** CHP Screening Team collects body measurements (height, weight, waist circumference, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** A comprehensive report of the participant's overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Aggregate Management Report** After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ Incentive Management The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ 30-minute one-on-one Results Coaching Session with CHP Health Coach Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ Culture Building / Health Promotion The CHP Program Manager will provide consultation, activities, and a road map for building a supportive culture in the workplace for the wellness program. This will include facilitating healthy breaks/education sessions in the form of 1 healthy break a week for 3 months for a total of 12 sessions as well as 1 city-wide challenge. The Program Manager will provide a communication plan to the participants of the wellness program.



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP Instrument Service
DEPARTMENT SUMMARY RECOMMENDATION:	Annual calibration and service is required of both in-line and bench-top instrumentation at the Water Pollution Control Plant to control and optimize plant operations. This service is provided by the instrument manufacturer, Hach, and is an annual service agreement including calibration, preventive maintenance, repair labor, and service calls. Hach has provided a quote of \$17,410.65. I recommend approval of this annual service agreement. This is a budgeted expense to be paid from account #505.3330.52.2361.
LEGAL:	N/A



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Address4

Partnership Number: HACH1315870 Version: 0.17 Quotation Date: 27-SEP-23

Expiration Date : 29-DEC-23

Hach Company Boyer, Kathleen Service Partnership Service Partnership

Contact : Louise Phone : Email : kathleen.boyer@hach.com

Customer Ref : RENEWAL QUOTE Customer Contact: SEARS, BART

Customer Phone: 247 4069 Customer Fax: Customer Email: bsears@cityofcartersville.org

Bill-To Account # 033400 Ship-To Account # 033400

Customer Name CITY OF CARTERSVILLE Customer CITY OF CARTERSVILLE Payment Terms: Net 30

Name

Address4 Billing Method: Annual-Invoices on

START Date

Address1 PO BOX 1390 Address1 102 WALNUT GROVE RD SE Currency: USD

Address2 Address2

Address3 Address3

City, State, CARTERSVILLE-GA-30120- City, State,

PostalCode 1390 Postalcode CARTERSVILLE-GA-30120

Province/ US Province/ US

Country Country

Line	Service Name					Line Total
	Covered Prod	uct	Start Date	End Date	Description/Serial Number	
1	FSPPHOSPHA	XSC	01-NOV-23	31-OCT-24	aa Fld Svc-2V Phosphax sc V.2006:01-NOV-2023:31-OCT-202 4 Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased.	2,913.65
	1.1	LXV422.99.13002			db PHOSPHAX sc PHOSP ANLZ 115-230V,1 CH; 1962536	
2	FSPFILTRAX		01-NOV-23	31-OCT-24	Fld Svc-4V Filtrax:01-NOV-2023:31-OCT-2024	3,815.20

HACH	HACH SERVICE PARTNERSHIP	Pag Partnership Num	Meeting: November 16, 2023 Item11.
SERVICEPLUS® CERTIFIED PROGRAMS	QUOTATION  Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.d	COM Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	2.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC; 1853066	
3	FSPSC1000		01-NOV-23	31-OCT-24	Fld Svc-1V SC1000 Controller:01-NOV-2023:31-OCT-2 024	387.60
	3.1	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1971263	
4	FSPCL17SC		01-NOV-23	31-OCT-24	aa Field Service Partnership, CL17sc:01-NOV-2023:31-OCT-202 4	1,073.50
					Field Service Partnership provides full coverage, including parts, labor, and travel for two preventative maintenance visits per year and on-site repairs with priority status.	
	4.1	8572300			ee TOP LEVEL ASSY, CL17sc, STANDPIPE INSTALL KIT; 200430010949	
5	FSPSC200		01-NOV-23	31-OCT-24	Fld Svc-1V SC200 Controller:01-NOV-2023:31-OCT-2 024	3,166.35
	5.1	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1911C0206369	
	5.2	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1912C0187608	
	5.3	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1911C0206309	
	5.4	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1910C0184832	
	5.5	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1910C0184825	
	5.6	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1911C0187286	
	5.7	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH; 1911C0206365	

	HACH <sup>®</sup> SERVICEPLUS	HACH SERVIC	E PARTNER	SHIP	Pag Meeti Partnership Nun	ing: November 16, 2023 Item11.
	CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-03 Purchase Orders	89		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
	5.8	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH 1911C0188466	f;
	5.9	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH 1911C0187338	1;
	5.10	LXV404.99.01552			sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH 1911C0187344	Ι;
	5.11	LXV404.99.00552			nn ff sc200 CONTROLLER AC-DC, 2 DIG, HACH; 1912C0188016	s,
6	BSPPLUSDR39	00	01-NOV-23	31-OCT-24	BenchPlus-DR3900:01-NC 31-OCT-2024 The Bench Service Plus in Factory repairs only, one S or one PM/Calibration on s year, unlimited technical su calls and free software upg on your instrument. Trave included for one on-site vis Additional visits may be bil	cludes: ctart-up ite per upport urades el is
	6.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER RFID ; 2142609	WITH
7	FSPLDO2		01-NOV-23	31-OCT-24	Fld Svc LDO2 - 1 visit:01-NOV-2023:31-OCT Field Service Partnership p full coverage, including one annual preventative maintenance/calibration se and probe replacement up failure.	orovides e on-site ervice
	7.1	9020000			ASSY, PROBE, LDO MOD HACH ; 193640000015	PEL 2,
	7.2	9020000			ASSY, PROBE, LDO MOD HACH ; 193630000031	EL 2,
	7.3	9020000			ASSY, PROBE, LDO MOD HACH ; 193570000001	EL 2,
	7.4	9020000			ASSY, PROBE, LDO MOD HACH ; 193630000037	PEL 2,

SERVICEPLUS® CERTIFIED PROGRAMS	HACH SERVICE PARTNERSHIP QUOTATION  Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	Partnership Nunleer .  WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
7.5	9020000	ASSY, PROBE, LDO MOD HACH : 200290000014	EL 2,

	7.5	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 200290000014	
	7.6	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 200130000045	
	7.7	9020000			ASSY, PROBE, LDO MODEL 2, HACH; 200290000010	
	7.8	9020000			ASSY, PROBE, LDO MODEL 2, HACH; 193630000040	
	7.9	9020000			ASSY, PROBE, LDO MODEL 2, HACH; 193630000022	
	7.10	9020000			ASSY, PROBE, LDO MODEL 2, HACH; 193640000003	
	7.11	9020000			ASSY, PROBE, LDO MODEL 2, HACH; 231630014175	
8	FSPSC4500		01-NOV-23	31-OCT-24	Field Service Partnership, SC4500, 1 Visit:01-NOV-2023:31-OCT-2024 Field Service Partnership provides full coverage, including parts, labor, and travel for one preventative maintenance visit per year and on-site repairs with priority status.	308.75
	8.1	LXV525.99A11551			SC4500 w/o plug Prognosys mAOutput 2DigSensors ; 2264322	

 Sub Total:
 17,410.65

 Tax:
 0.00

 Total:
 17,410.65

## **Partnership Notes:**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

<b>Customer Name</b>	:	CITY OF CARTERSVILLE
Customer P.O. Number	:	
Customer Reference Number	:	

Pag Meeting: November 16, 2023 Item11. HACH SERVICE PARTNERSHIP Partnership Nun **OUOTATION** Headquarters Remittance WebSite: www.hach.com P.O. Box 389 2207 Collections Center Dr 5600 Lindbergh Drive Chicago, IL 60693 Loveland, CO 80539-0389 Wire Transfers Bank of America Purchase Orders 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

#### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

#### 1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

#### CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

Delivery will be accomplished FCA Hach's facility located in Ames, lowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

#### 4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

#### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at <a href="https://www.hach.com">www.hach.com</a>. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is curred; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security interest to the payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy,

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercy cells, and light bulbs. All other guarantees, varranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

#### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:
Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of the are also involved. Airch surranty as to use patents only expense is uniformed according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or memove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (2) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

#### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

Pag Meeting: November 16, 2023 Item11. HACH SERVICE PARTNERSHIP Partnership Nun **QUOTATION** Headquarters Remittance WebSite: www.hach.com P.O. Box 389 2207 Collections Center Dr 5600 Lindbergh Drive Chicago, IL 60693 Loveland, CO 80539-0389 Wire Transfers Bank of America Purchase Orders 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

#### 11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable

#### 12. PROPRIETARY INFORMATION; PRIVACY:

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <a href="http://www.hach.com/privacypolicy.">http://www.hach.com/privacypolicy.</a>

#### 13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) quipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

#### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend asafety or compliance training programs propriated by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

#### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:
Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government engineer or political party office to induction or political party office to induction or political party, official party, political party or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up\" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <a href="http://danaher.com/integrity-and-compliance">http://danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">www.danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">http://danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">www.danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">www.danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">www.danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">http://danaher.com/integrity-and-compliance</a> and <a href="http://danaher.com/integrity-and-compliance">www.danaher.com/integrity-and-compli erintegrity.com for a copy of the SOC and for access to our Helpline portal.

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of Got, quarantines; labor strikes or lockouts; ficits; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

#### 18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred

#### 19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products

#### 20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

#### 21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Land Application Farm Tree Clearing
DEPARTMENT SUMMARY RECOMMENDATION:	On September 7, 2023, Council approved land clearing services for the city owned biosolids land application site on Wade Road in Taylorsville. The contract was awarded to Hickory Ridge Land Management, LLC for \$1,000.00 per acre, totaling \$200,000.00.  As the project has progressed surveys have determined that up to an additional 100 acres will need to be cleared due to overgrowth in some previously permitted areas. As Hickory Ridge was the lowest responsive bidder previously, we requested a quote to add the additional 100 acres to their scope of work. They have agreed to do this for the same unit cost of \$1,000.00 per acre. I recommend awarding the work to Hickory Ridge Land Management LLC for a cost not to exceed an additional \$100,000.00. This is not a budgeted expense, but funds are available from Water Department Revenues.
LEGAL:	N/A



# **PROPOSAL**

Date: 10/4/23

Bart Sears Cartersville City Farms Taylorsville, Ga 30178

Qty	Description	Unit Price	Line Total
100 acres	Timber + \$1000/acre forestry mulching to turn into pasture		\$100,000
	(Southside)		
		Total	\$100,000

Thank you for your business!

9669 Cartersville Hwy Dallas, Ga 30132 Email: <u>HickoryRidge84@yahoo.com</u>

Phone: 770-547-5416



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Valve Manhole Installation
DEPARTMENT SUMMARY RECOMMENDATION:	During the AMI meter changeout at the Anheuser Busch plant, one of the City valves in the vault broke. The leakage is relatively minor but does need to be addressed. As this repair will require the brewery to be completely shut down, including fire service lines, we have scheduled the repair for the Friday after Thanksgiving Day, during the scheduled plant shutdown.
	To accomplish this work, we will need the buried 24-inch valve supplying the brewery to be accessible. For this purpose, a quote from C.H. Kirkpatrick and Sons was requested for the work, and a price of \$13,500.00 was received. I recommend awarding this work to the bidder. This is budgeted maintenance to be paid from acct #505.3320.52.2380.
LEGAL:	N/A

Mailing Address: P. O. Box 790 White, GA 30184-0790 Phone 678-721-7780



4200 Hwy. 411, NE Rydal, GA 30171-1500 Fax 678-721-7795

November 13, 2023

City of Cartersville Attn: Terry Jordan

# PROJECT: ANHEUSER BUSCH, CARTERSVILLE, GA

SCOPE OF WORK: DIGGIHNG DOWN ON 24" BUTTERFLY VALVE, INSTALL 12 VF MANHOLE (MANHOLE FURNISHED BY CITY OF CARTERSVILLE) & GRASS BACK

We are pleased to quote the following;

QUAN.	U/M	ITEM	UNIT PRICE		TOTAL	
1	LS	MOBILIZATION OF EXCAVATOR & BOBCAT	\$	1,500.00	\$ 1,500.00	
1	LS	INSTALL MANHOLE WITH UTILITY LOCATION & GRASS BACK	\$	12,000.00	\$ 12,000.00	
TOTAL					\$ 13,500.00	

Sincerely,

Tim Kirkpatrick

Tim Kukpatral



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Water and Sewer Specifications Update
DEPARTMENT SUMMARY RECOMMENDATION:	The approved specifications for water and sewer system development require updating to reflect current industry regulations, practices, material and technology advancement.
	Croy Engineering has provided a proposal to review and update these specifications and standard details for a cost of \$15,000.00. I recommend approval of the Engineering Services Agreement with Croy Engineering and the associated task order for this work. This is a budgeted expense to be paid from account #505.3320.52.1360.
LEGAL:	N/A



November 1, 2023

Michael De Leon Water Systems Engineer Cartersville Water Department 148 Walnut Grove Road Cartersville, GA 30120

Re: Proposal for Professional Engineering Services
Cartersville Water and Sewer Specifications and Details Update

Mr. De Leon:

Croy Engineering, LLC ("Engineer") would like to thank you for the opportunity to provide this proposal agreement for professional services on the above referenced project.

Croy will coordinate with Cartersville Water Department staff to update the water and sewer specifications and details to reflect current city, state and federal standards and requirements, along with updating equipment models to best reflect the needs of the department. Croy will provide Cartersville Water Department updated specifications as PDFs and the updated details as both .dwg and PDF files. It is anticipated that two meetings with the staff will be held: a kick-off meeting and a final deliverable meeting.

Croy plans to provide these services for a fee of \$15,000 billed as time and expense.

Attached is Croy Engineering's Standard Professional Services Agreement. If the proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records and to initiate the start of services.

Again, we thank you for the request. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,

Croy Engineering, LLC

Melanie Brueggemann, PE Municipal Utilities Director

Attachments

Professional Services Agreement

Telanic Brueggemann

Cc: Reading File



## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of

("Effective Date") between:

Client: Cartersville Water Department 148 Walnut Grove Road Cartersville, GA 30120 Engineer: Croy Engineering, LLC. 200 Cobb Parkway North Building 400, Suite 413 Marietta, Georgia 30062

#### FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:

Project Address:

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

Engineer shall provide the Basic and Additional Services set forth herein.

#### **ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

#### 2.01 General

Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

#### **ARTICLE 3 - TIMES FOR RENDERING SERVICES**

#### 3.01 General

Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

#### 4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer

For Basic Services: Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

For Additional Services: Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified in or a Negotiated Lump Sum Fee for the Additional Services. Standard Hourly Rates can furnished upon written request.

For Reimbursable Expenses: Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants, at a rate of cost plus 0%.

#### 4.02 Payments

**Payment of Invoices:** Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

**Disputed Invoices:** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client's responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

#### ARTICLE 5 - OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

#### **ARTICLE 6 - GENERAL CONSIDERATIONS**

#### 6.01 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

#### 6.02 Geotechnical Subsurface Exploration

Croy Engineering recommends that the Client retain a Geotechnical firm to make a subsurface investigation for rock and other subsurface conditions not observable from the surface. Provided that the Client has conducted such subsurface investigations as Croy recommends, Croy will, working in concert with the Client, perform the Civil Design to accommodate the Client's desires so as to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, Croy will, at



the Client's expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to Croy by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, that Croy is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

#### 6.03 Use of Documents

All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

#### 6.04 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

#### 6.05 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.06 Successors, Assigns, and Beneficiaries

Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **6.07 Dispute Resolution**

It is expressly agreed between Client and Croy Engineering, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that Croy Engineering may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration. Notwithstanding any provision of this Agreement to the contrary, should Croy Engineering be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

#### 6.08 Hazardous Environmental Condition

To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

#### 6.09 Allocation of Risks

- A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.
- 1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.
- 2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by; through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
- 3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

#### B. Limitation of Engineer's Liability:

Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

#### 6.10 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.11 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

#### 6.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



#### 6.13 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

#### 7.01 Exhibits Included

Professional Service Agreement

#### 7.02 Total Agreement

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### **ARTICLE 8 - ACCEPTANCE**

By signing below the Client agrees to the Terms and Conditions of this Agreement

Client	
Mayor:	City Clerk
Title:	Title:
Date	Date
Croy Engineering, LLC. 200 Cobb Parkway North Building 400, Suite 413 Marietta, GA 30062	
Representative:	
Title: CFO	Date 11/1/2025



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP Expansion Engineering
DEPARTMENT SUMMARY RECOMMENDATION:	The Water Department, in conjunction with its engineering consultant, Hazen & Sawyer has completed a capacity evaluation of the Water Pollution Control Plant. The rate of development in both the City and Bartow County which utilize the City's treatment plant for wastewater disposal; including residential, commercial, and industrial developments, were evaluated against the current treatment capacity of the plant. We have determined that a 10 million gallon per day (10 MGD) expansion is appropriate and necessary to ensure treatment capacity and regulatory compliance when considering a 20-year planning horizon.  Hazen has given a proposal of \$1,850.000 to provide engineering services through 30% design, including CMAR procurement, permitting assistance, surveying and field services, and industrial user support. I recommend approval of this proposal. This is a budgeted expense to be paid from account #505.333.54.1320.
LEGAL:	N/A



November 7, 2023

Sidney Forsyth, PE Director Cartersville Water Department 148 Walnut Grove Road, SE Cartersville, GA 30120

Re: WPCP Expansion to 25 mgd: Preliminary Engineering and Industrial Support Services

Dear Sidney:

As requested, Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to provide preliminary engineering and industrial support services for the City of Cartersville Water Pollution Control Plant (WPCP) Expansion to 25 mgd Project. If acceptable, this work will be performed under our Agreement for General Engineering and Consulting Services with the City of Cartersville, dated September 1, 2016.

# **Project Understanding**

The City of Cartersville Water Pollution Control Plant (WPCP) is a 15-mgd (maximum month) wastewater treatment facility. The facility is currently treating an average monthly influent flow of approximately 8 mgd, and the maximum 30-day running average has exceeded the 15-mgd threshold (but not yet in a calendar month). The Cartersville Water Department (CWD) is expecting several Significant Industrial Users (SIUs) that will increase flows and loads beyond the WPCP's treatment capacity. To accommodate this growth and current flow pressures, CWD plans to expand the treatment capacity of the facility to 25 mgd (maximum month) utilizing a Construction Manager-at-Risk (CMAR) project delivery method for the construction of the project.

Due to the rapidly approaching startup schedule of the SIUs, CWD needs an immediate capacity analysis update, and because the SIUs are discharging 'non-traditional' pollutants, CWD needs assistance in determining local limits for these different pollutants. As part of this project, CWD also requests Hazen's assistance to coordinate with SIUs during the negotiation phases to discuss limits with the goal of balancing the need to keep the WPCP functioning while not hindering economic development goals. In addition, the Headworks Analysis that was completed in 2018 needs to be updated. Additionally, because of the new pollutants, CWD will need to operate the WPCP differently once the SIUs come online. In that regard, CWD will need new operational guidelines including process descriptions, key performance indicators, troubleshooting procedures, and training as the industries come online.

In anticipation of the new industries and the increased flows and loads, CWD previously commissioned Hazen to prepare a conceptual level Facility Plan outlining unit process improvements required to meet the anticipated increased flows and loads, assuming permit limitations would adjust proportional to the increase in flow. The Facility Plan included the following recommendations:





# **New Influent Pumping Station**

- Construct a new influent pumping station (IPS) sized for peak hour flow utilizing variable speed submersible pumps.
- Construct a new masonry building to house new electrical gear associated with the new IPS and other nearby facilities.
- Install new forcemain(s) from the new IPS to a new headworks facility located on the east side of Walnut Grove Road.
- Re-route existing influent sewer lines, recycles, and plant drains to new IPS.
- Demolish existing screw lift pump stations and corresponding screenings and grit removal structures after new IPS is placed into service.

## **New Preliminary Treatment (Headworks)**

- Construct a new headworks sized for peak hour flow. The headworks facility will consist of fine screens, grit removal, and flow measurement. It will be located on the east side of Walnut Grove Road.
- Provide flexibility to direct screened and degritted flow to equalization or bypass equalization and flow directly to bioreactors.
- Provide new or provisions for future odor control for the new headworks.
- Install new power utility feed for the facilities on the east side of Walnut Grove Road. Construct a new electrical building with backup power to serve the headworks, equalization, and other facilities on the east side of Walnut Grove Road.
- Provide controlled access from Walnut Grove Road.

# **New Influent Equalization Tank(s)**

- Construct new equalization tank(s) sized to attenuate peak flows to maximum day flow.
  - Covered, circular, pre-stressed concrete tank(s) filled by gravity are assumed.
- Provide new or provisions for future odor control for new tank(s).

#### **New Flow Distribution Structure**

- Construct a new flow distribution structure to accept flows from the new headworks and the new equalization tank(s).
- Proportionally split flow two ways: (1) to new Bioreactors 4 and 5 sized for 10-mgd total or (2) to existing bioreactors (15 mgd). Provide flexibility to split flows proportionally based on which bioreactors are in service.

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WPCP Expansion to 25 MGD: Preliminary Engineering and Industrial Support Phase

- Options to mix RAS with preliminary effluent in this box will be investigated during detailed design.
- Alternatively, RAS will be split separately from the preliminary influent flow.

#### New Bioreactors 4 and 5

- Continue to utilize existing Bioreactors 1, 2, and 3 as is with minor modifications for influent streams and flow splitting.
- Construct new Bioreactors 4 and 5; size each for 5-mgd treatment capacity (10 mgd total).
- New bioreactors will be plug-flow reactors and will have anaerobic, anoxic, and aerobic zones.
- Basins will be up to 24-feet deep equipped with fine bubble diffused air.
- Vertical shaft mixers will be utilized to mix the anaerobic and anoxic zones.
- Construct a new blower and electrical building to serve Bioreactors 4 and 5.
- Provide new nitrified recycle pumps in Bioreactors 4 and 5.

## Final Clarifiers and Return Activated Sludge System Upgrades

- Construct a new final clarifier flow distribution box to split flow from Bioreactors 4 and 5 to new Final Clarifiers 4 and 5.
  - o Note: Flows from Bioreactors 1, 2, and 3 will continue to Final Clarifiers 1, 2, and 3.
  - o Flow splits will consist of fixed weirs with isolation gates.
- Demolish existing emergency equalization basin.
- Construct two new 135-ft diameter final clarifiers, similar to Final Clarifier 3 (depth, diameter).
  - o Each new clarifier will have provisions for RAS metering and piping in/out.
- Construct a new scum PS to collect and convey scum from all new Final Clarifiers.
- Construct new RAS PS.
  - New RAS PS will consist of a wetwell with submersible, non-clog centrifugal pumps (similar to existing RAS PS) and collect and mix RAS from all final clarifiers.
- Construct new RAS forcemain to either Pre-Mix tanks influent/Bioreactor 4 & 5 influent OR to flow distribution box upstream of bioreactors.

## **Filter System Improvements**

• Utilize existing filters as is for flows from Final Clarifiers 1, 2 and 3.



• Construct new rapid mix/flocculation/filters sized for 10-mgd maximum month treatment capacity. It is assumed new filters will be similar in treatment technology and design concept to the plant's existing filters.

## **New Ultraviolet Facility to Replace Chlorine Disinfection**

- Construct a new Ultraviolet (UV) Facility sized to handle combined flows from all final clarifiers (i.e., 25-mgd maximum month).
- Construct new non-potable water pumps in channel downstream of UV disinfection.
- Provide sodium hypochlorite system to add chlorine residual to non-potable plant water.
- Construct new effluent flow measurement utilizing a Parshall flume.
- Construct new effluent pipeline and outfall/diffuser.
- Determine if post-aeration is needed at higher flow.
- Demolish existing chlorine contact basins and associated chemical feed facility.

## **Solids Handling Improvements**

- Add a new belt filter press (BFP) in the location adjacent to BFP 1 in the existing Dewatering Building.
- Add new polymer feed system and BFP feed pump/piping.
- Modify and extend conveyors to collect dewatered sludge from the new BFP.

## **New Biosolids Dryer**

- Evaluate and recommend dryer technologies based on desired end-product use, site constraints, and cost considerations.
- Modify existing conveyors to allow dewatered cake to be transferred to a cake receiving bin located in a new dryer facility.
- Construct a new dryer system. For this proposal, a paddle dryer system is assumed with direct truck loadout capabilities and silo storage.

## **Chemical System Improvements**

- Add new alum storage tanks and feed pumps adjacent to the existing alum storage and feed system.
- Provide new piping to feed mixed liquor upstream of Bioreactors 4 and 5 and the new filter structure.



## **New Septage Receiving Station**

Provide a new septage receiving station to replace the existing septage receiving station.

#### **Electrical**

- Evaluate site electrical and provide provisions to feed new facilities.
- Evaluate back-up power requirements and recommend alternatives.

# Scope of Work

The purpose of this Project is to support CWD through preliminary engineering and 30% design of the project and through selection of a CMAR Contractor. Detailed design and construction phase services, if requested, will be performed under a separate proposal.

To accomplish this, Hazen will provide the following services:

- Task 1: Project Management
- Task 2: Assistance with CMAR RFP Development and Selection of CMAR Contractor
- Task 3: Preliminary Engineering
- Task 4: 30% Design
- Task 5: Permitting Assistance
- Task 6: Field Services
- Task 7: Industrial Support

# **Task 1: Project Management**

The project management task includes activities involved with the detailed planning and subsequent monitoring and control of the project.

- Progress Reports. Monthly invoices and progress reports will be prepared and submitted to
  CWD. Each progress report will give a summary of activities completed during the reporting
  period and activities anticipated for the next reporting period. The report also will identify
  action items required by Hazen and/or CWD and/or the CMAR Contractor, provide updates of
  the project schedule, and report engineering changes under consideration by the project team.
  Deliverables: Monthly invoices and progress reports.
- Kick-Off Meeting, Progress Meetings, Workshops, and Design Review Meetings. A kick-off meeting will occur within two weeks of Notice to Proceed. Workshops and design review meetings will be conducted over the course of the project. Monthly in-person progress meetings will be held throughout design. Key discussions and/or decisions made in these meetings will be documented by Hazen and distributed to CWD and the CMAR Contractor (if applicable) in the form of meeting minutes. <u>Deliverables</u>: Meeting minutes and/or other documentation and tracking of action items identified, and results.



 Quality Assurance and Quality Control (QA/QC) – Hazen will perform QA/QC reviews as the work progresses.

# Task 2: Assistance with CMAR RFP Development and Selection of CMAR Contractor

This task includes development of the RFP document and assistance with the procurement and selection of the CMAR Contractor. Documents developed for the CMAR RFP will be like those used by CWD on the Water Department Administrative Complex Project. Preliminary engineering documents will be included for reference in the RFP. Hazen will work with CWD to define the CMAR scope of work to be included in the RFP. Hazen will also assist as needed on the development of the CMAR Contractor contract or agreement to be included in the RFP. It is assumed that the CMAR's Contract Documents will be like those used by CWD on the Water Department Administrative Complex Project.

Hazen and CWD will conduct a pre-proposal meeting and site tour for potential CMAR Contractors. Hazen will receive and address with CWD any questions to be included in addenda to the RFP. Hazen and CWD will establish the criteria for evaluation of the proposals. If needed, Hazen will provide a technical evaluation of the CMAR proposals. Hazen will assist with preparation and conducting interviews of proposers if needed.

# Task 3: Preliminary Engineering

The Conceptual Level Facility Plan that Hazen and CWD previously developed will serve as a basis for the expansion to 25 mgd. Concurrent to CWD's procurement of a CMAR Contractor, Hazen will progress work on the preliminary design.

Task 3 involves Hazen's coordination with CWD through meetings and workshops to plan the desired improvements to provide the selected CMAR Contractor with adequate information to develop as accurate opinions of probable construction cost as early as possible for the work. Accordingly, the following items will be addressed during preliminary engineering:

- Determination of major equipment and facility type and sizing requirements.
- Determination of levels of redundancy for all major equipment.
- Hydraulic profile and preliminary top of structure and base slab elevations.
- Site requirements including, but not limited to:
  - o Preliminary site plan.
  - o Roadway concepts and truck traffic routing plans.
  - o Flood elevations (taken from best available FEMA floodplain maps).
  - Buffer requirements, if required, to address environmental conditions and abutting land use.
  - o Structures that are abandoned or to be removed/demolished.
  - Potential subsurface pipe and utility conflicts that may interfere with construction.
- Likely building foundation requirements.
- Power and instrumentation and controls considerations.

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WPCP Expansion to 25 MGD: Preliminary Engineering and Industrial Support Phase

Hazen will plan and conduct up to four (4) interactive workshops with CWD to present concepts and discuss options. The following workshops are anticipated:

- Influent PS, Headworks, and Equalization
- Filters, UV, NPW, and Effluent
- Bioreactors, Final Clarifiers, and Solids
- Electrical, Instrumentation and Controls, Structural, Architectural, and Building Mechanical

Topics will include treatment technology selection, size and redundancy concepts, preliminary facility layouts and concepts, and maintenance of plant operations (MOPO) requirements. Prior to each workshop, Hazen will develop an agenda (including list of decisions needed) and develop a PowerPoint presentation to facilitate the discussion. Hazen will provide meeting minutes to CWD after each meeting documenting key decisions made and any outstanding action items.

Using information gained through the above evaluations and workshops with CWD, Hazen will prepare Draft Technical Memoranda (TMs) documenting decisions for each topic. The TMs will include a summary of agreed upon design concepts including, but not necessarily limited to:

- Design sizing and concepts.
- Description of facilities and site requirements.
- Listing of major equipment and system requirements.
- Description of demolition and utility relocations.
- Description of building type and architectural requirements.
- Description of utility requirements.
- Sequence of construction and major maintenance of plant operations requirements.
- Mechanical plan and section of new or modified facilities.

The TMs will be developed with adequate detail to allow the CMAR Contractor to develop a preliminary cost model. Comments from CWD and CMAR (if applicable) will be addressed, and Final TMs will be issued by Hazen. <u>Deliverables</u>: Technical Workshops with CWD, including Draft TMs, agendas, PowerPoint presentations, and meeting minutes; Final TMs.

It is envisioned that CWD will utilize the TMs and the CMAR Contractor's cost model results to further define the scope of the project to be constructed in terms of schedule, work package elements, and budget considerations. The goal of this portion of the Work is definition of a project to be constructed that is in CWD's best interests and meets CWD's needs in terms of treatment, as well as budget and schedule requirements.

# Task 4: 30% Design

Following completion of preliminary design by CWD, Hazen will begin preparation of the 30% Design.

**Major Equipment Selection**. Assist CWD with major equipment selection. Prepare an equipment list with approved, selected equipment, manufacturers, and manufacturers' local sales representatives, allowing for equivalents. Update this list as needed throughout all phases of work. <u>Deliverables</u>: Equipment List.



**Coordination with Construction Manager.** Hazen will coordinate closely with the CMAR Contractor who will develop construction cost estimates, perform constructability reviews, and help Hazen develop initial construction sequencing plans to ensure Maintenance of Plant Operations (MOPO). This information will be incorporated by Hazen into the design documents.

**30% Design.** Hazen will develop the layouts and design based on the approved TMs. Hazen will submit in-progress documents to the CWD for review and comment at the 30-percent design milestone. Hazen will schedule and conduct a design review meeting with the CWD to review. In general, the 30% documents will include the following:

- General
  - Cover, sheet list, abbreviations
  - Process flow diagram(s)
  - Liquid train hydraulic profile
  - o Mass balance
- Process Mechanical
  - Equipment layout plans
  - Major sections
- Site/Civil
  - Preliminary site plan, showing structure locations
- Electrical
  - o Power distribution concepts, one-line diagrams
- Instrumentation and Control
  - P&IDs (process portion for new and modified unit processes)
- Other
  - Field survey info (see Task 6 below)
  - o Equipment list
  - o Updated construction cost estimate (prepared by CMAR; reviewed by Hazen)
  - o Constructability Review (prepared by CMAR; reviewed by Hazen)
  - o Drawing and specification list

# Task 5: Permitting Assistance

Hazen will assist CWD with discussions with Georgia Environmental Protection Division (EPD) to increase the site's waste load allocation to accommodate the additional flow discharge and work with CWD and EPD to establish new NPDES discharge limits for the WPCP. Hazen will prepare supporting documentation as required for permitting and regulatory agency approvals, such as Georgia Environmental Protection Division, Corps of Engineers, and Atlanta Regional Commission. Hazen will assist CWD as needed in preparing and updating any permitting-related and planning-related documents including public notices and materials for public meetings.

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WPCP Expansion to 25 MGD: Preliminary Engineering and Industrial Support Phase

Anticipated planning documents to be prepared include:

- Wasteload Allocation Request
- Antidegradation Analysis
- Environmental Information Document (EID)
- Design Development Report (to be completed in future work authorization post-30% design)
- National Pollutant Discharge Elimination System Permit Application

To assist in the development of the EID, Hazen will perform a desktop review of the project site area, including a review of National Wetlands Inventory (NWI) data and Natural Resources Conservation Service (NRCS) on-line Web Soil Survey (WSS) to identify soil types in the vicinity of the site. Hazen will also perform a wetland and stream delineation.

#### Task 6: Field Services

Hazen will perform the following field survey work concurrent with the tasks listed above:

- Topographic Survey A site survey will be performed by a subconsultant to verify critical asbuilt elevations, hydraulics, existing above grade surface features, topography, locating the soft digs (by others) and performing utility locates (by others). An allowance of \$75,000 is included for the subconsultant's cost for performing the site survey.
- Geotechnical Investigation A geotechnical investigation will be performed by a subconsultant to obtain information for design of new structure foundations (assumed to be mat foundations). An allowance of \$100,000 is included for the subconsultant's cost for performing the geotechnical investigations. Deliverable: Geotechnical Report.
- Hazardous Materials Survey Hazen will obtain the services of a subconsultant to perform a
  hazardous materials survey of areas identified to be impacted by the work and incorporate
  applicable requirements in the detailed contract documents. An allowance of \$25,000 is included
  for the subconsultant's cost for performing the Hazardous Materials Survey. Deliverable:
  Hazardous Materials Report.

## Task 7: Industrial Support

Hazen will perform the following industrial support services concurrent with the tasks listed above:

- Industrial Support to Date Since the beginning of June 2023, Hazen has been providing industrial support to CWD regarding proposed SIUs Qcells and SK. Efforts include the following:
  - Coordination efforts and technical process related calls and Teams meetings with the proposed industries (e.g., Qcells and SK).
  - Headworks analysis update (using 2018 framework) to add pending industrial users to the Industrial Allocation Table.
  - o Biowin modeling related specifically to the proposed Qcells industry.
- Full Update of Headworks Loading Evaluation Hazen will conduct a Headworks Analysis and Local Limits Evaluation. The evaluation will be a full update to the work completed in 2018.
   Anticipated efforts include the following:





- Evaluate available data sets needed for the headworks analysis update, including domestic data, industrial data, WPCP influent and effluent data, and biosolids data.
- Develop a sampling plan, if needed (it is assumed that the City will collect samples and send to a laboratory for analysis).
- Compile and review industrial discharge data.
- Review previous headworks analysis calculations and provide recommendations on updated input parameters for analysis.
- Update Headworks Analysis Model with recent data and inputs from the revised NPDES permit and Fact Sheet.
- Review local pretreatment limits, including: arsenic, cadmium, chromium, copper, cyanide, lead, mercury, molybdenum, nickel, selenium, silver, and zinc.
- Add emerging pollutants to headworks analysis to include TDS, sulfate, lithium, and fluoride.
- Prepare a Draft and Final Technical Report (complying with EPD's requirements) summarizing results of Headworks Loading Evaluation.
- Assist City with submission of report to EPD within 180 days of effective date of NPDES permit.
- Ongoing SIU Coordination As industries approach the City to negotiate development, there will be a need to evaluate the potential industrial discharge(s) to determine potential impacts on the WPCP. Hazen will work with CWD to evaluate each industry and advise CWD of risks associated with each discharge and a basis for issuing a given pre-treatment permit. Hazen will continually update the headworks analysis, if needed, for each SIU, recommend local limits for relevant parameters, and provide technical support in communicating as required with the SIUs. This may require meetings with the SIUs, coordination meetings with CWD, and internal coordination meetings. Hazen will issue meeting summaries/minutes for meetings with SIUs.
- Operations strategy development CWD is facing a period of time in which new SIUs will be discharging to the WPCP before the plant expansion is under construction. The effect of some of the pollutants will require CWD to operate the WPCP differently to manage the impacts. Hazen will develop operational guidelines for the new conditions that will include operational guidelines, key performance indicators (KPIs), and troubleshooting procedures. Hazen will also provide process training to WPCP staff on the new guidelines. Operational guidelines will be communicated in training materials through PowerPoint slides.



# **Schedule**

This Task Order is based upon the anticipated schedule shown below. This Task Order is based upon a nine-month project schedule. It is envisioned that tasks will be performed concurrently.

Task	Duration	1	2	3	4	5	6	7	8	9
1: Project Management	9 months									
2: CMAR Procurement	6 months									
3: Preliminary Design	6 months									
4: 30% Design	3 months									
5: Permitting Assistance	9 months									
6: Field Services	9 months									
7: Industrial Support	9 months									

# Compensation

Compensation for the Scope of Services outlined above will be in accordance with the terms specified in Hazen's Agreement for General Engineering and Consulting Services with the City of Cartersville, dated September 1, 2016 with a maximum not to exceed amount of \$1,850,000. Work in excess of this limit will not commence without prior written approval from CWD. This budget includes a \$200,000 allowance for Hazen's subcontractors for Field Services (Task 6). A cost summary estimated by task is provided below.

Task	Budget
1-5: Project Management, CMAR Procurement, Preliminary Design, 30% Design, Permitting Assistance	\$1,500,000
6: Field Services	\$200,000
7: Industrial Support	\$150,000
	\$1,850,000

Please call Kristen Smeby at (678) 464-6515 or me at (404) 353-0571 if you have any questions regarding this proposal. We look forward to serving CWD through this very important project.

Very truly yours,

Bryant (Pat) Rogers, PE

Vice President

cc: Kristen Smeby, Vivi Nguyen



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Art Donation
DEPARTMENT SUMMARY RECOMMENDATION:	The Family of Don Kordecki has requested to donate art titled "Celebrate the Arts with Don Kordecki" to the City of Cartersville. The statue is to be placed in the Shakespeare Garden, located downtown.
LEGAL:	N/A



ART DONATION FORM: Permanent Trans	sfer of Art
This agreement made this day of consideration, by and between the Family of Do and City of Cartersville hereinafter referred to as	n Kordecki hereinafter referred to as FAMILY
Title of Art: "Celebrate the Arts with Don Kor	rdecki" Value: \$75,000
FAMILY Responsibilities FAMILY agrees the sculpture listed above CITY.	ve is to be donated in perpetuity at no cost to
•	ITY may reproduce images of the sculpture for otional purposes, with credit given to the artist to
FAMILY agrees to provide primary conta	act information to CITY and update as needed.
_	of the Artwork as it does in the safekeeping of its nal cleaning of its surface as recommended by
CITY agrees to display the statue and co	oordinating plaque outdoors in an area where
CITY agrees to notify the representing move the statue. CITY will recommend to	nember of the Kordecki family if it intends to he new location for FAMILY approval.
Family Representative, Adam Kordecki	 Date
Cartersville City Manager, Dan Porta	Date
Art in Bartow Director, Hannah Cook	Date

# **ART DONATION FORM: Permanent Transfer of Art**

Title of Art: "Celebrate the Arts with Don Kordecki"

# **Kordecki Family Contact Information**

# **Primary contact:**

Adam Cornett Kordecki, 175 Milam Bridge Rd SW, Euharlee, GA 30120, 770-548-6165, <a href="mailto:adam@adamkordecki.com">adam@adamkordecki.com</a>

Other family contacts:

Patty Kordecki Stringer, 2306 Counsel Ct., Marietta, GA, 404-918-5291, <a href="mailto:plane:pla



MEETING DATE: SUBCATEGORY:	November 16, 2023  First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Finance
AGENDA ITEM TITLE:	FY2023 Budget Ordinance Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	After Completion of the Fiscal Year 2022-23 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
LEGAL:	N/A

# Ordinance

# of the

# City of Cartersville, Georgia

<b>Ordinance</b>	No.
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NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2022 – 2023 budget.

# **2022 - 2023 Budget Summary**

General Fund	Revenues	Expenditures
Revenues	\$40,624,910	
Expenditures: Legislative Administration Finance Dept. Customer Service Dept. Police Fire Municipal Court Public Works		\$ 3,809,165 \$ 1,301,660 \$ 891,865 \$ 1,271,830 \$ 7,512,080 \$14,689,960 \$ 253,920 \$ 2,912,500
Recreation Planning & Development		\$ 6,599,350 \$ 1,382,580
Special Revenue Funds GO Park Bonds Series 2014 America Rescue Plan (ARPA)	\$ 928,220 \$ 491,185	\$ 928,220 \$ 491,185
Tourism Product Development SPLOST – 2003	\$ 491,185 \$ 206,905 \$ 137,975	\$ 206,905 \$ 137,975
SPLOST – 2014 SPLOST - 2020 Cartersville Building Authority	\$ 0 \$ 5,860,435 \$ 884,810	\$ 0 \$ 5,860,435 \$ 884,810
DEA Disaster Recovery Fund State Forfeiture	\$ 321,160 \$ 27,915 \$ 3,000	\$ 321,160 \$ 27,915 \$ 3,000
Hotel/Motel Tax Motor Vehicle Rental Tax Grant Funds	\$ 1,448,310 \$ 115,950 \$ 4,916,190	\$ 1,448,310 \$ 115,950 \$ 4,916,190
Development Fees Tax Allocation District	\$ 21,505 \$ 310,185	\$ 21,505 \$ 310,185

Enterprise Funds		
Fiber Optics	\$ 2,583,800	\$ 2,583,800
Electric	\$54,485,200	\$54,485,200
Gas	\$34,353,845	\$34,353,845
Solid Waste	\$ 3,638,845	\$ 3,638,135
Stormwater	\$ 1,602,000	\$ 1,602,000
Water & Sewer	\$37,578,785	\$27,353,515
Water Pollution Control Plant		\$ 3,520,060
Water Treatment Plant		\$ 6,705,210
Internal Service Fund		
Garage	\$ 1,573,545	\$ 1,573,545
Garage	\$ 1,575,5 <del>4</del> 5	ψ 1,5/5,5 <del>4</del> 5
ADOPTED, this day of Nove	nhar 2023 First Pag	dina
ADOPTED this day of Decem		
	iber 2023. Second Ro	eading.
	lber 2023. Second Ro	eading.
	iber 2023. Second Ro /s/ Matt	hew J. Santini
	lber 2023. Second Ro	hew J. Santini
ADOPTED this day of Decem	iber 2023. Second Ro /s/ Matt	hew J. Santini



MEETING DATE:	November 16, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	September 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for September 2023.
LEGAL:	NA

# MONTHLY SUMMARY As of September 30, 2023

				, = 0 = 0	
	FY 2022-23	FY 2023-24	FY 2022-23	FY 2023-24	100.00%
	September-22	September-23	September-22	September-23	(Year to Date)
GENERAL FUND excluding SPLOST, DDA & School System Property	& School System Property	Tax Revenue & Expenditu	ires		
REVENUE	\$2,091,065	\$2,393,084	\$6,353,758	\$7,577,176	19.00%
EXPENDITURE	\$2,705,144	\$2,762,999	\$7,354,505	\$7,920,016	19.86%
Gen. Fund Net Profit (Loss)	(\$614,079)	(\$369,915)	(\$1,000,747)	(\$342,840)	
WATER & SEWER					
REVENUE	\$2,510,807	\$2,958,949	\$8,124,315	\$8,062,264	18.00%
EXPENDITURE	\$1,866,262	\$3,235,132	\$4,048,840	\$6,604,502	14.74%
Wtr. & Swr. Fund Net Profit (Loss)	\$644,545	(\$276,183)	\$4,075,475	\$1,457,762	
As of September 30, 2023 a total of \$450,197		in capital expenses were funded with	Series 2018 Water and	d Sewer Bond proceeds	eeds
GAS					
REVENUE	\$5,721,308	\$1,914,113	\$12,228,662	\$5,311,411	10.95%
EXPENDITURES	\$4,248,482	\$1,/52,/39	\$11,083,933	\$4,914,6U/	10.14%
Gas Fund Net Profit (Loss)	\$1,472,826	\$161,374	\$1,144,729	\$396,804	
ELECTRIC					
REVENUE	\$5,383,299	\$5,717,102	\$15,955,179	\$16,585,048	26.35%
EXPENDITURES	\$4,923,319	\$5,256,534	\$15,408,178	\$15,902,195	25.26%
Electric Fund Net Profit (Loss)	\$459,980	\$460,568	\$547,001	\$682,853	
STORMWATER					
REVENUE	\$131,687	\$209,069	\$392,164	\$485,663	30.70%
EXPENDITURE	\$117,654	\$108,748	\$319,182	\$360,110	22.76%
Stormwater Fund Net Profit (Loss)	\$14,033	\$100,321	\$72,982	\$125,553	
SOLID WASTE					
REVENUE	\$278,633	\$287,498	\$833,540	\$1,147,275	32.79%
EXPENDITURE	\$326,171	\$322,463	\$712,399	\$752,139	21.50%
Solid Waste Fund Net Profit (Loss)	(\$47,538)	(\$34,965)	\$121,141	\$395,136	
FIBER OPTICS					
REVENUE	\$296,246	\$218,707	\$752,332	\$656,574	25.06%
EXPENDITURE	\$252,843	\$175,183	\$602,294	\$491,562	18.76%
Fiber Fund Net Profit (Loss)	\$43,403	\$43,524	\$150,038	\$165,012	

General Fund	Description Total Revenues GO Bond Proceeds from School Property Taxes-City Portion Only Local Option Sales Tax (LOST) Other Taxes Building Permit & Inspection Fees Fines and Forfeitures Operating Transfers In-City Utilities Other Revenues School Bonds  Total Expenditures Personnel Expenses Operating Expenses Capital Expenses	9/30/2023 \$7,577,177 \$0 \$231,758 \$2,350,992 \$1,702,924 \$556,726 \$244,928 \$1,168,978 \$1,320,871 \$0 \$7,920,015 \$5,515,300 \$2,075,633 \$211,707	FY 2024 Budget \$39,874,050 \$0 \$6,422,485 \$7,208,530 \$11,006,185 \$400,000 \$4,619,200 \$5,848,050 \$3,969,600 \$21,597,240 \$9,881,120 \$4,105,390	% of Monthly Totals to Budget 19.00% #DIV/0! 6253335.00% 32.61% 15.47% 139.18% 61.23% 25.31% 22.59% 0.00%  19.86% 25.54% 21.01% 5.16%
	GO Bond Expense for School Library Appropriations	\$0 \$117,375	\$3,819,600 \$470,700	0.00% 24.94%
Water & Sewer Fund	Total Revenues Water Sales Sewer Sales Bond Proceeds Use of Reserves Prior Year Capacity Fees Other Revenues  Total Expenditures Personnel Expenses Operating Expenses Capital Expenses Capital Expenses (Bond Funds) Transfer To General Fund Debt Payments	\$8,062,264 \$4,663,820 \$2,581,367 \$0 \$0 \$0 \$817,077  \$6,604,502 \$1,109,011 \$1,272,373 \$2,439,710 \$450,197 \$738,405 \$594,806	\$44,800,765 \$16,950,000 \$8,900,000 \$2,000,000 \$12,740,000 \$2,650,000 \$1,560,765 \$44,800,765 \$4,441,615 \$5,334,125 \$26,452,180 \$2,000,000 \$2,953,620 \$3,619,225	18.00% 27.52% 29.00% 0.00% 0.00% 52.35%  14.74% 24.97% 23.85% 9.22% 22.51% 25.00% 16.43%
Gas Fund	Total Revenues Gas Sales Gas Commodity Charge Bond Proceeds Proceeds from Capital Leases Other Revenues Use of Reserves Contributions from Other Funds  Total Expenses Personnel Expenses Operating Expenses Purchase of Natural Gas Transfer to General Fund Debt Service Capital Expenses	\$5,311,411 \$4,295,210 \$361,337 \$0 \$0 \$0 \$654,864 \$0 \$0 \$4,914,607 \$633,502 \$425,032 \$1,824,834 \$989,526 \$1,221 \$1,040,492	\$48,484,010 \$36,355,020 \$1,495,800 \$0 \$0 \$960,115 \$9,673,075 \$0 \$48,484,010 \$2,494,780 \$1,782,945 \$25,500,000 \$3,958,105 \$819,300 \$13,928,880	10.95% 11.81% 24.16% #DIV/0! #DIV/0! 68.21% 0.00% #DIV/0!  10.14% 25.39% 23.84% 7.16% 25.00% 0.15% 7.47%

				% of Monthly Totals to
	Description	9/30/2023	FY 2024 Budget	Budget
Electric Fund	Total Revenues	\$16,585,048	\$62,949,910	26.35%
	Electric Sales	\$16,084,064	\$59,339,880	27.10%
	Other Revenues	\$500,984	\$1,760,030	28.46%
	Use of Reserves	\$0	\$1,850,000	
	Total Expenses	\$15,902,195	\$62,949,910	25.26%
	Personnel Expenses	\$765,450	\$2,896,230	26.43%
	Operating Expenses	\$530,003	\$1,956,170	27.09%
	Purchase of Electrcity	\$12,959,195	\$46,938,660	27.61%
	Capital Expenses	\$750,558	\$7,570,895	9.91%
	Transfer to General Fund	\$896,989	\$3,587,955	25.00%
Stormwater Fund	Total Revenues	\$485,663	\$1,582,000	30.70%
	Stormwater Revenues	\$398,405	\$1,568,000	25.41%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$15,509	\$14,000	110.78%
	Proceeds from Capital Leases	\$71,749	\$0	#DIV/0!
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$360,110	\$1,582,000	22.76%
	Personnel Expenses	\$187,277	\$853,120	21.95%
	Operating Expenses	\$101,084	\$456,570	22.14%
	Capital Expenses	\$71,749	\$272,310	26.35%
Solid Waste Fund	Total Revenues	\$1,147,275	\$3,499,000	32.79%
	Refuse Collections Revenues	\$844,764	\$3,470,000	24.34%
	Other Revenues	\$13,588	\$29,000	46.86%
	Proceeds From Capital Leases	\$288,923	\$0	#DIV/0!
	Total Expenses	\$752,139	\$3,499,000	21.50%
	Personnel Expenses	\$377,845	\$1,437,430	26.29%
	Operating Expenses	\$374,294	\$1,814,735	20.63%
	Capital Expenses	\$0	\$246,835	0.00%
Fiber Optics Fund	Total Revenues	\$656,574	\$2,620,325	25.06%
	Fiber Optics Revenues	\$605,605	\$2,410,525	25.12%
	GIS Revenues	\$29,125	\$115,500	25.22%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$21,844	\$94,300	23.16%
	Total Expenses	\$491,562	\$2,620,325	18.76%
	Personnel Expenses	\$242,098	\$1,017,985	23.78%
	Operating Expenses	\$195,629	\$1,012,070	19.33%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$213	\$5,725	0.00%
	Capital Éxpenses	\$0	\$370,060	0.00%
	Transfers to General Fund	\$53,622	\$214,485	25.00%

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Total Unrestricted Cash Balance Total Restricted Cash Balance	Cash Position	Cash Position  Total Unrestricted Cash Balance  Total Restricted Cash Balance
		6/30/23 7/31/23 \$86,014,423.75 \$83,843,178.12 \$201,845,990.22 \$203,713,010.57
	1/31/24	7/31/23 \$83,843,178.12 \$203,713,010.57
	2/28/24	8/31/23 9/30/23 \$84,297,670.05 \$84,090,744.34 \$203,372,292.15 \$202,519,636.22
	3/31/24	9/30/23 \$84,090,744.34 \$202,519,636.22
	4/30/24	10/31/23
	5/31/24	11/30/23
	6/30/24	12/31/23

Highlights for the Month of September 2023:

Unrestricted cash decreased due to increases in the Electric, Stormwater, Fiber, Gas, and Insurance Funds, while decreases occurred in the Water, General, Grant, Solid Waste, and Garage funds.

Restricted cash decreased due to increases in the SPLOST 2020, Motor Vehicle Tax, Hotel-Motel Tax, and Debt Service Funds, while decreases occurred in ARPA amd Pension Funds.

**SPLOST Account Balances** SPLOST 2020 SPLOST 2014 \$231,991.10 \$10,684,783.79