

**CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, MARCH 7, 2023 - 4:00 PM
AGENDA
www.monroenc.org**

1. Public Enterprise Committee Meeting Minutes of February 7, 2023
2. National League of Cities Service Line Warranty Program
3. Stormwater Plan Review Services
4. 120 Water Software for Upcoming Lead and Copper Rule Revisions
5. Old Charlotte Ave and Williams Rd Utility Relocation/Adjustment Agreement with NCDOT
6. John Glenn WTP Taste and Odor Study
7. Water Treatment Plant Generator

Public Enterprise Committee Minutes
February 7, 2023
City Hall Conference Room
4:00 p.m.

Members Present: Council Member Freddie Gordon (Chair), Council Member James Kerr,
Council Member Julie Thompson

Staff: Brian Borne, Scott Clark, Peter Hovanec, Robert Miller, Sarah McAllister,
Mujeeb Shah-Khan, Lisa Strickland, Cathy Nance

Guests: Caleb Saruse and Ian Young from Forestar

Council Member Freddie Gordon called the February 7, 2023 Public Enterprise Committee meeting to order at 4 p.m.

Item #1: Adoption of Minutes of the Meeting

Recommendation:

Council Member James Kerr made a motion that the Minutes of the January 3, 2023 Public Enterprise Committee be approved.

Motion: Adopt January 3, 2023 PEC Meeting Minutes

Motion made by: Council Member James Kerr

Second: Council Member Freddie Gordon

Voting: **In Favor** – Council Member James Kerr, Council Member Freddie Gordon

Opposed – None

Action: Motion adopted

Item #2. Staff Report – Water Resources New Programs and Initiatives

Recommendation:

Informational only. No recommendation required.

Presentation and Discussion:

Scott Clark, Director of Water Resources, provided an overview of new programs and initiatives to enhance system resiliency and maintain assets (slides on PowerPoint presentation) for informational purposes only. New programs include the smart cover program to detect inflow and infiltration; remote pressure monitors on hydrants; a new program for documenting repairs and rehabilitation of water and sewer infrastructure; water system hydraulic modeling; trenchless sewer pipe patch; the Anson County connection initiative; the Union County connection initiative; current water main projects to replace cast iron pipes and steel water mains; Wastewater treatment plant expansion; Water Treatment Plant improvements; Nelson Heights water tank replacement; taste and odor study; and Storz fire hydrant adapters for quicker hose connection, in conjunction with the Monroe Fire Department.

Chairman Gordon asked if there were any questions. There were none.

Item #3: Sight Triangle Variance Request by R. Joe Harris & Associates, Inc. for Secrest Commons Subdivision Entrance

Recommendation:

Staff recommends the Public Enterprise Committee concur with the variance request to waive the sight triangle requirement for the east side of the entrance onto North Carolina Highway 75 for the Secrest Commons Subdivision.

Presentation and Discussion:

Sarah McAllister, Director of Engineering, received a request from Patrick Murphy with R. Joe Harris and associates to waive the sight triangle requirements for one side of their Secrest Commons connection with Highway 75. The drawing that they had in the packet was the most illustrative what they are requesting. They previously recorded the ones on the west side when they did the plat. To get the ones on the right side, the developer would have to purchase easements from the adjacent property owner. You can see the required improvements to the Highway 75 are going to add concrete medians and protected left, so you will not be able to make a left turn out of this entrance. Therefore, you really do not need that sight triangle on the right side. Engineering is in support of the variance.

Chairman Gordon asked if there were any questions. McAllister said we do need a recommendation because it is a deviation from the standard detail manual and staff cannot grant variances like these.

<u>Motion:</u>	Approval of the Sight Triangle Variance Request by R. Joe Harris and Associates for Secrest Commons Subdivision Entrance.
<u>Motion made by:</u>	Committee Member James Kerr
<u>Second:</u>	Council Member Julie Thompson
<u>Voting:</u>	In Favor – Council Member James Kerr, Council Member Freddie Gordon and Council Member Julie Thompson Opposed – None
<u>Action:</u>	Motion adopted

Item #4 and #5: City Council Public Hearing to Consider Infrastructure Agreement with Liquid Management LLC for Rocky River Crossing Development and City Council Public Hearing to Consider Developer Agreement with Liquid Management LLC for Rocky River Crossing Development

Recommendation:

Staff recommends that PEC approve calls for public hearings (to be held on March 14, 2023) be included as part of the city Council February 14, 2023 meeting agenda.

Presentation and Discussion:

Scott Clark, Director of Water Resources, said that items #4 and #5 actually are both agreements that they would like to add to Council consent agenda for February 14, to hold two public hearings for March 14.

These are for the Rocky River Crossing development. He requests that the Public Enterprise Committee approve calls for public hearings (to be held on March 14, 2023) be added to the February 14, 2023 City Council meeting agenda for each of these items. If approved, the public hearings will be held on March 14, 2023 to consider an Infrastructure Agreement with the owner and developer of the Rocky River Crossing development, for the Unionville Indian Trail pump station upgrade and force main to serve the development, and a Developer Agreement to restrict the quantity of sewer permitting and water meter sets until all required Unionville Indian Trail pump station upgrades are completed by Liquid Management, LLC, the Developer, and certified for operation by all regulatory agencies.

Recommendation:

Staff recommends that PEC approve calls for public hearings (to be held on March 14, 2023) be included as part of the city Council February 14, 2023 meeting agenda.

Motion for Item #4: Approval of the call for public hearing (to be held March 14, 2023) for an Infrastructure Agreement with Liquid Management, LLC for Rocky River Crossing be added to the Council agenda for February 14, 2023

Motion made by: Committee Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Freddie Gordon and Council Member Julie Thompson

Opposed – None

Action: Motion adopted

Motion for Item #5: Approval of the call for public hearing (to be held March 14, 2023) for a Developer Agreement with Liquid Management, LLC for Rocky River Crossing be added to the Council agenda for February 14, 2023

Motion made by: Committee Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Freddie Gordon and Council Member Julie Thompson

Opposed – None

Action: Motion adopted

Item #6. Other

Council Member Gordon asked if there was other business to discuss.

Sarah McAllister said the DOT bridge replacements for Concord Avenue and Skyway Drive over US Highway 74 should move forward in 2025. They will not be done at the same time. Robert Miller said the US Highway 74 widening project from Rocky River Rd to Secrest Short Cut Road should be moving forward, also.

Scott Clark said he would have a presentation at the next meeting regarding warranties for home repairs.

With no further business to discuss, Chairman Gordon said he would entertain a motion to adjourn.

Recommendation: Adjourn meeting at 4:58 p.m.

Motion: Adjourn Public Enterprise Committee meeting

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member Julie Thompson, Council Member Freddie Gordon
and Council Member James Kerr

Opposed – None

Action: Motion is approved

There being no further business, the meeting adjourned at 4:58 p.m.

Freddie Gordon, Chair

Next Meeting – March 7, 2022 at 4:00 p.m.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Lisa Strickland, Interim City Manager

DATE: March 7, 2023

FROM: Scott Clark, Water Resources Director

PREPARED BY: Scott Clark, Water Resources Director

SUBJECT: National League of Cities Service Line Warranty Program

SUMMARY STATEMENT

The National League of Cities Senior Director of Business Development will present information on their Service Line Warranty Program.

REVIEW

The NLC Service Line Warranty Program has partnered with over 1100 cities and/or utilities throughout the United States, including twenty-three (23) in North Carolina. They have a consistent customer satisfaction rating of 4.8 out of 5 stars. They currently serve over 4.8 million customers and have saved them over \$2 billion in repair costs over the past three (3) years.

Our customers are responsible for their service lines at the connection point on the mains. City of Monroe customers may benefit from the program in the future if approved by Council.

RECOMMENDATION

We request the Public Enterprise Committee decide if the presentation should be provided at an upcoming Strategic Planning Meeting.



NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

NLC Service Line
Warranty Program by  HomeServe®

WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?



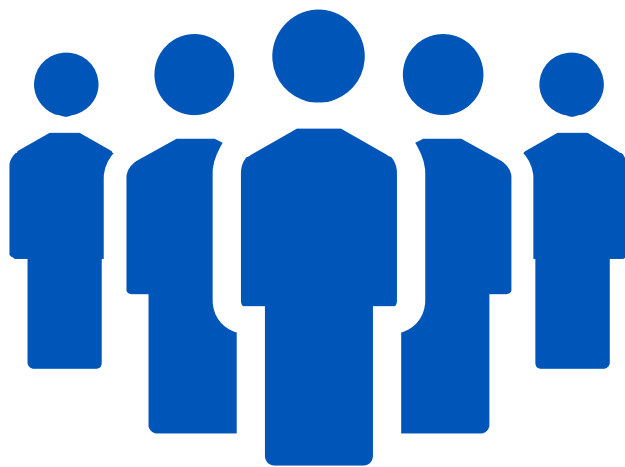
EXPERIENCE

Offering services
for over 19 years



REPUTATION

4.8 out of 5 stars
customer
satisfaction



PARTNERSHIP

Endorsed by National
League of Cities



**BBB Torch Award for
Marketplace Ethics**
Trust • Performance • Integrity
2013 Winner
Western Pennsylvania Better Business Bureau®



“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”



Clarence Anthony
Executive Director
National League of Cities

MANY HOMEOWNERS ARE UNPREPARED



78%

of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



59%

of homeowners surveyed have had a home repair emergency in the past year



40%

4 out of 10 Americans can't afford a \$400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



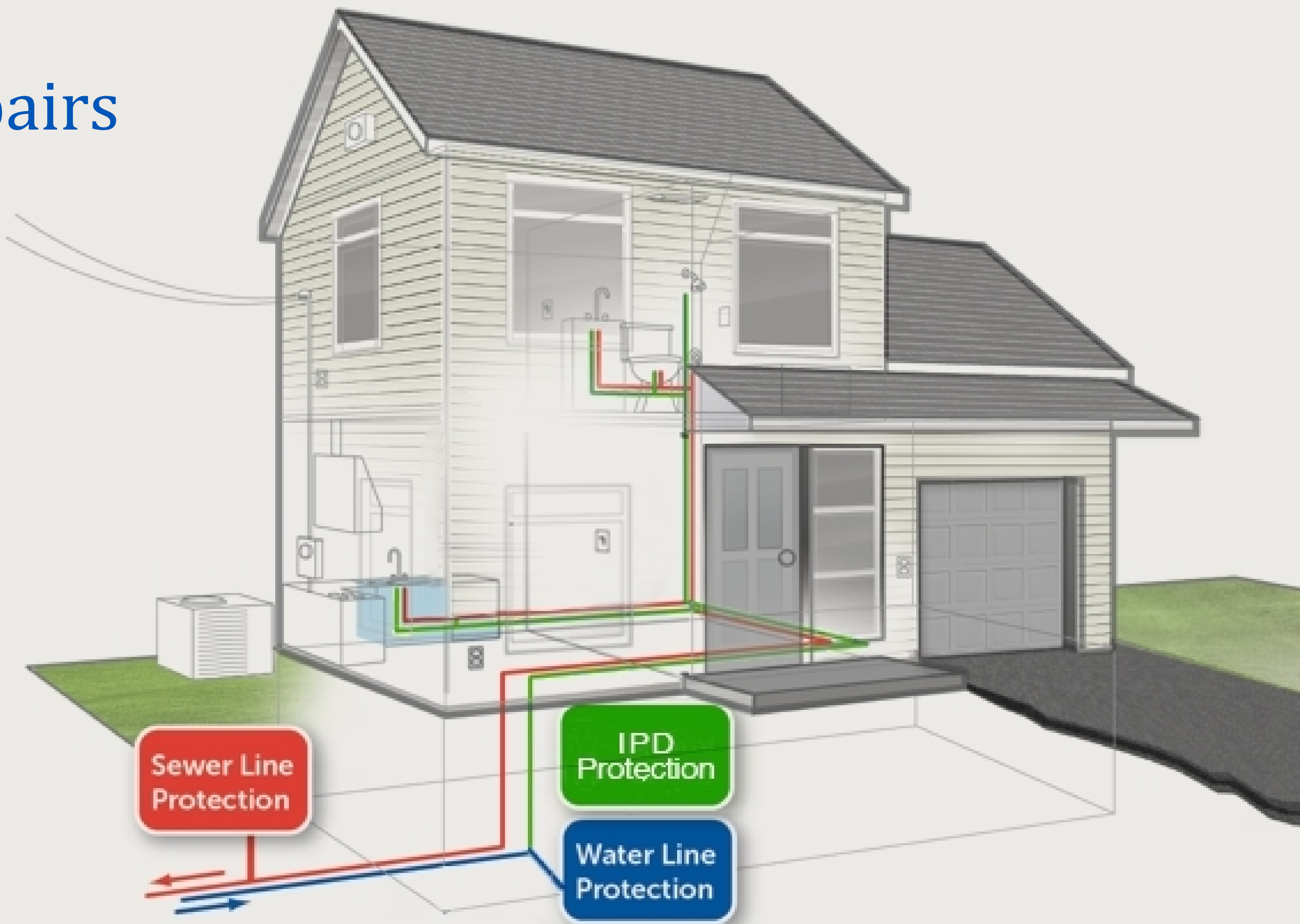
- Only service line program Endorsed by the National League of Cities
- No cost for the Municipality/Utility to participate
- Optional ongoing Revenue Stream for the Municipality/Utility
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

NLC Service Line Repairs

NLC Service Line Warranty Program



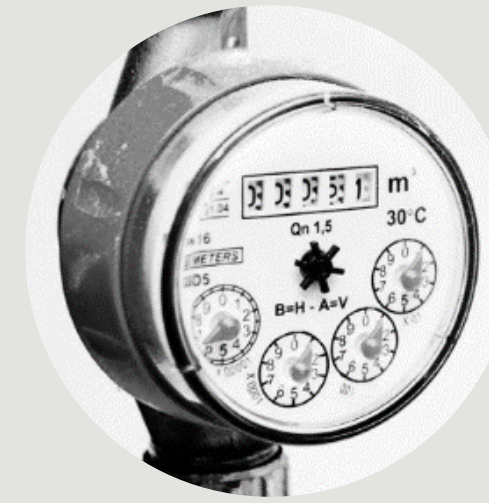
Endorsed by



External Water Line and External Sewer Line Coverage



SEWER/SEPTIC
LATERAL COVERAGE



WATER/WELL LINE
COVERAGE

Homeowner repair
protection for leaking,
clogged or broken
water/well and
sewer/septic lines from
the point of utility
connection to the home
exterior

Coverage Includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

In-home Plumbing Coverage



IN-HOME PLUMBING AND DRAINAGE COVERAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

Coverage Includes:

- \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

Optional Additional Energy Products



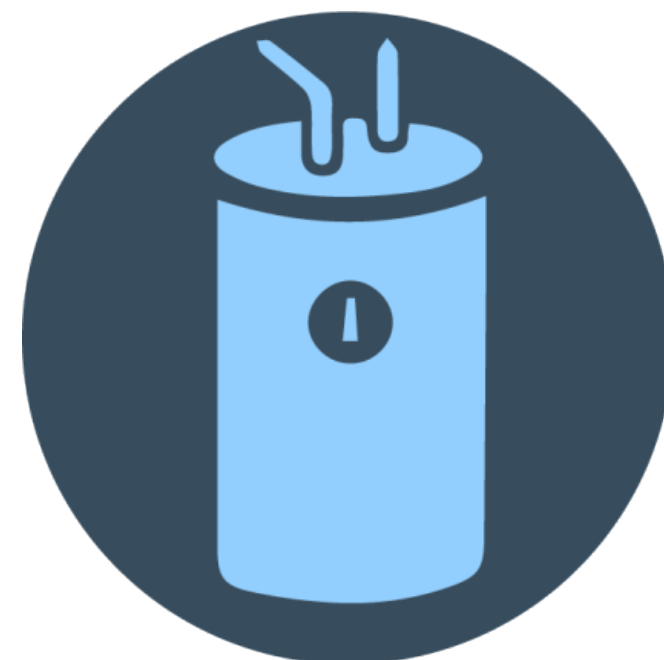
Interior
Electric

- Up to \$2,500 per call
- \$2,500 maximum annually



Gas Line

- Up to \$8,000 per call
- \$8,000 annual maximum



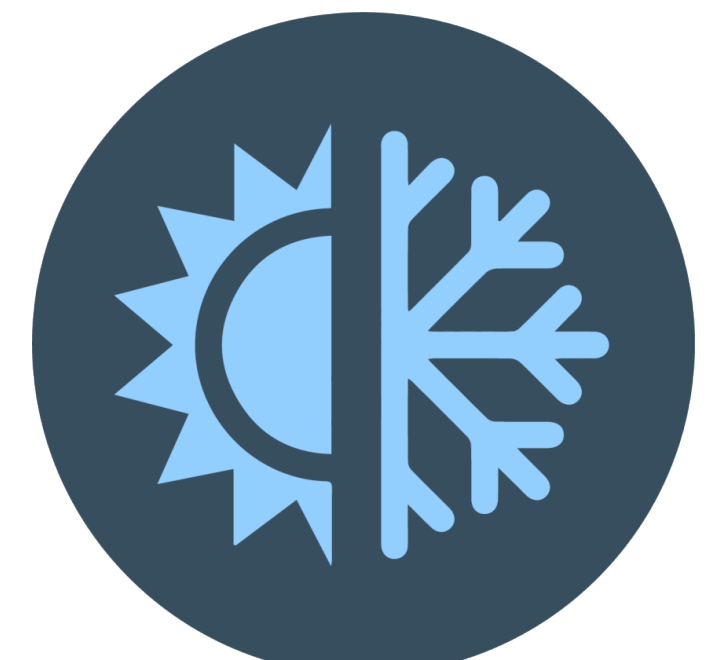
Water
Heater

- Unlimited Calls
- \$1,500 per call



Heating
System

- Up to \$1,750 per call
- \$1,750 annual maximum



Cooling

- Up to \$1,750 per call
- \$1,750 annual maximum



Revenue share and other benefits to Municipality

- Non-tax revenue
- Municipalities utilize funds for important initiatives including:
 - ✓ Infrastructure improvements
 - ✓ Low-income assistance/community charities
 - ✓ Partially offset rate increases
- Saves money for residents that can be re-invested in the local economy
- Reduces calls to the Municipalities
- Timely repairs reduce water loss from line breaks

Homeowner Education

- Simple direct mail – indicating the program is optional
- Must be approved by the municipality/utility
- No Public Funds are used in marketing, distribution, or administration of the program
- Consumers can enroll one of three ways:
 1. *Calling into our toll free number that is provided on the mailing;*
 2. *Returning the bottom of the letter to us in the self addressed stamped envelope provided*
 3. *Visiting our consumer website www.slwofa.com at any time*



SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- More than 1100 municipal and utility partnerships
- Currently serving over 4.8 million customers
- Saved customers over \$2 billion in repair costs over the past 3 years
- Consistent customer satisfaction rating 4.8 out of 5 stars
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

OVER 1100 PARTNERS, INCLUDING 23 IN NORTH CAROLINA

- *Charlotte Water*
- *Town of Sharpsburg*
- *Town of Weaverville*
- *Town of Creswell*
- *Town of Snow Hill*
- *City of Whiteville*
- *City of Hendersonville*
- *City of Sanford*
- *City of Albemarle*
- *Hoke County Public Utilities*
- *Town of Spring Lake*
- *Town of Hope Mills*
- *Town of Bethel*
- *Tyrrell County Utilities*
- *Town of Mooresville*
- *City of Shelby*
- *City of Creedmoor*
- *City of Eden*
- *Town of Fletcher*
- *Town of Hassell*
- *Cherokee Water & Sewer*
- *South Greene County Water Corporation*
- *Greene County Reg. Water*



FOR MORE INFORMATION CONTACT:

Ashley Shiwarski

Sr. Director, Business Development

724-749-1097 (office)

412-874-9454 (cell)

Ashley.Shiwarski@homeserveusa.com

Visit www.NLC.org/serviceline or www.servline.com



STAFF REPORT

TO: Public Enterprise Committee

VIA: Lisa Strickland, Interim City Manager

DATE: March 7, 2023

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Sarah McAllister, P.E., Engineering Director

SUBJECT: Stormwater Plan Review Services

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider a change order for the LaBella Associates for stormwater plan review services.

REVIEW

Engineering entered into a contract with LaBella Associates in October of 2022 for construction plan review for new commercial and residential development plans to ensure compliance with the Stormwater Management Ordinance (Chapter 159) and the City of Monroe's Standard Specifications and Detail Manual. The contract was for review services to be provided over the next four years at \$20,000 per year. LaBella's services were used to supplement Stormwater Staff's review function while a few key positions were trying to be filled. The Stormwater Engineering Supervisor position was vacant for over eight months and a Stormwater Civil Engineer I position has been vacant for over a year. In addition, the volume of plan reviews has increased during that time. In January 2023, a change order was issued to LaBella to increase this fiscal year's amount by \$19,000.

Md Kamrul Huda, Ph.D., P.E., P.H., began on January 17, 2023 as the new Stormwater Engineering Supervisor and staff is currently in the hiring process for the Stormwater Civil Engineer I position. However, due to the vacancies and amount of reviews needed, there is currently a back log of plan reviews needed. Staff would like to provide LaBella with an additional change order for this fiscal year in the amount of \$21,000 so that they can continue to assist with

plan reviews. With the multi-year contract and the previous change order, this would bring the total contract amount to \$120,000. Therefore, Council's authorization is needed.

A positive recommendation is requested from the Public Enterprise Committee to City Council to (1) approve the additional engineering services and (2) authorization of the City Manager to execute the change order for the additional services required for stormwater plan reviews. Sufficient funds are available in the stormwater operating budget.

RECOMMENDATION

Staff recommends the Public Enterprise Committee provide a positive recommendation to City Council for (1) additional services required for stormwater plan reviews and (2) authorization of the City Manager to execute the change order.

If the Public Enterprise Committee is in agreement, this item will be placed on the consent agenda for consideration by City Council at the next meeting on March 14, 2023.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Lisa Strickland, Interim City Manager

DATE: March 7, 2022

FROM: Scott Clark, Water Resources Director

PREPARED BY: Scott Clark, Water Resources Director

SUBJECT: 120 Water Software for Upcoming LCRR

SUMMARY STATEMENT

Water Resources staff will provide information on a new software that will be utilized to ensure compliance with the EPA's upcoming Lead and Copper Rule Revisions.

REVIEW

The Environmental Protection Agency (EPA) is requiring water systems to identify and make public the locations of lead service lines. Water systems are required to conduct a thorough audit of all service lines to our customers. The audit must be completed and submitted to the EPA by October 16, 2024.

The software will tremendously enhance our efficiency and reduce the amount of service lines staff will have to physically verify. The EPA requires water systems to communicate with customers on the necessary steps for the audit and plan to replace them if a lead service line is identified.

RECOMMENDATION

This information is for informational purposes only and funds are identified in our current budget to purchase the software.

Attachments – PowerPoint presentation of 120 Water Monroe Plan for Compliance



120Water™

Monroe, NC

Plan for LCRR compliance

AGENDA

What is the Revised Lead and Copper Rule?

and what you're required to do as a PWS to reach compliance.

What is 120water?

and who already works with 120Water?

How will we get you to compliance?

and what working with us guarantees?





120Water™

What is the Revised Lead and Copper Rule

EPA's goal is to ensure that all lead is removed from all Public Water Systems in the next 30 years

Foundation for achieving LCRR compliance



Service Line Inventory
Location-based



School & Childcare
Facility Sampling



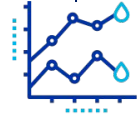
24-Hour Notice
Triggered Communication



Replacement
Sampling & Filters



"Find & Fix" Provision
Retest & Remediate



Action & Trigger Level
15 ppb vs 10 ppb

Key Dates

December 16, 2021
LCRR Effective Date

October 16, 2024
LCRR Compliance Date

Prior to October 16, 2024
EPA Finalizing Lead and
Copper Rule Improvements
(LCRI)

Service Line Inventory

“Public Water Systems must develop a preliminary inventory of both **public and private** side service lines within 3 years of final rule publication, and use this preliminary inventory to **create a replacement plan** for known or possible lead service lines.”



Path to Compliance

Foundation:



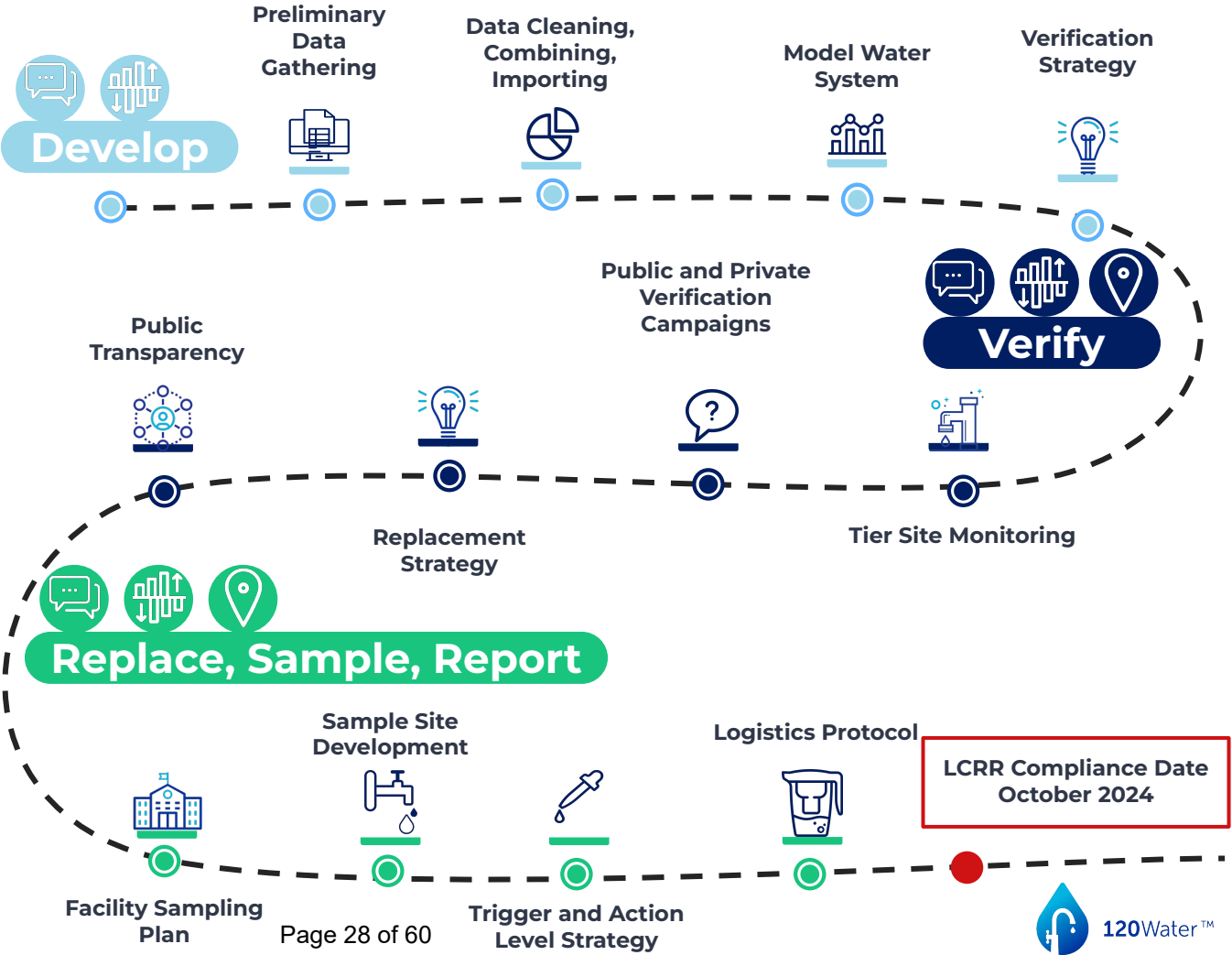
Communications Management



Data Management



Sample, Verification, and Filter Kit logistics



What is 120Water?



“

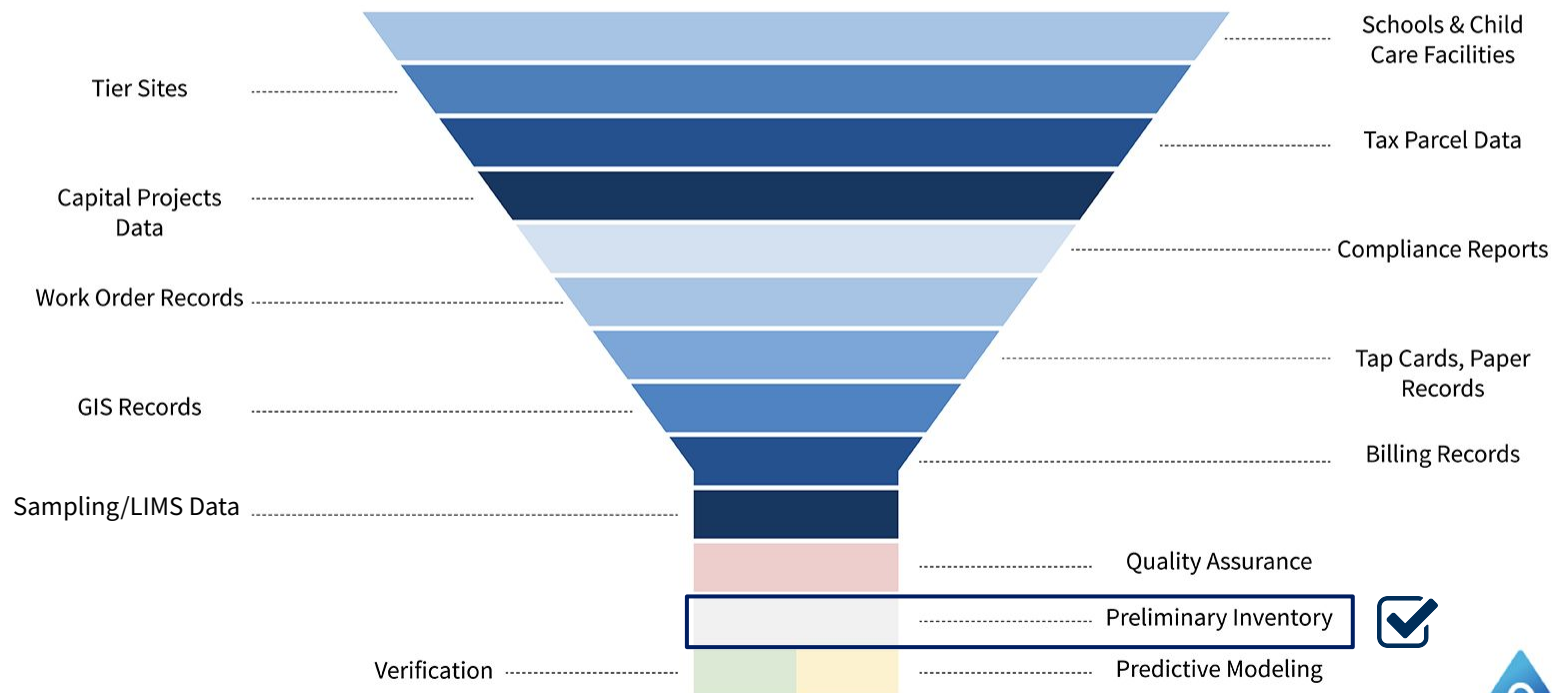
120Water is dedicated to empowering water professionals with tools to protect public health and ease the burden of new regulation, which is why we are the NRWA's only listed preferred partner for LCRR”

*— Co-founder and CEO of
120Water Megan Glover*

Preliminary Inventory Development

Develop

Create your inventory, regardless of starting place



Automated and triggered communications

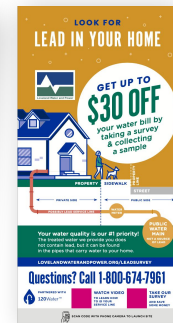
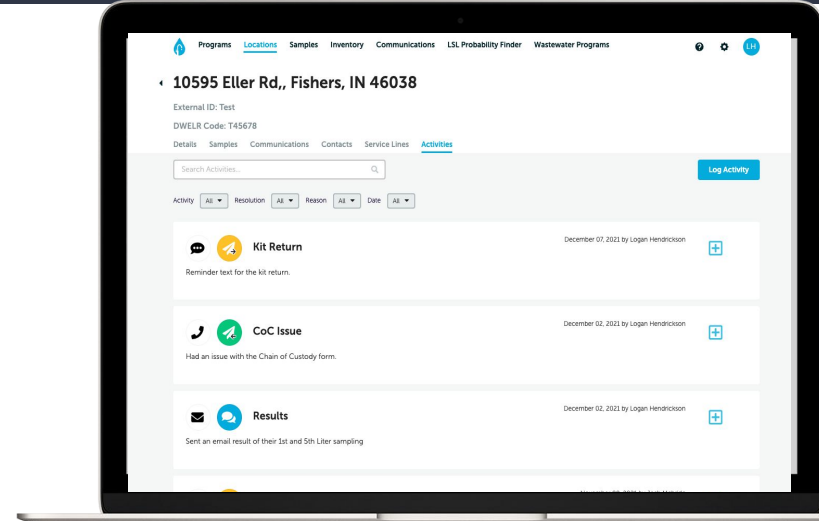
- Automatically generate and send templated notices anytime and anywhere they are needed.
- Engage with one location or the entire distribution system with a few clicks.

End-to-end activity tracking

- See history of all communications and activities with customers by location.

Custom postcards and surveys

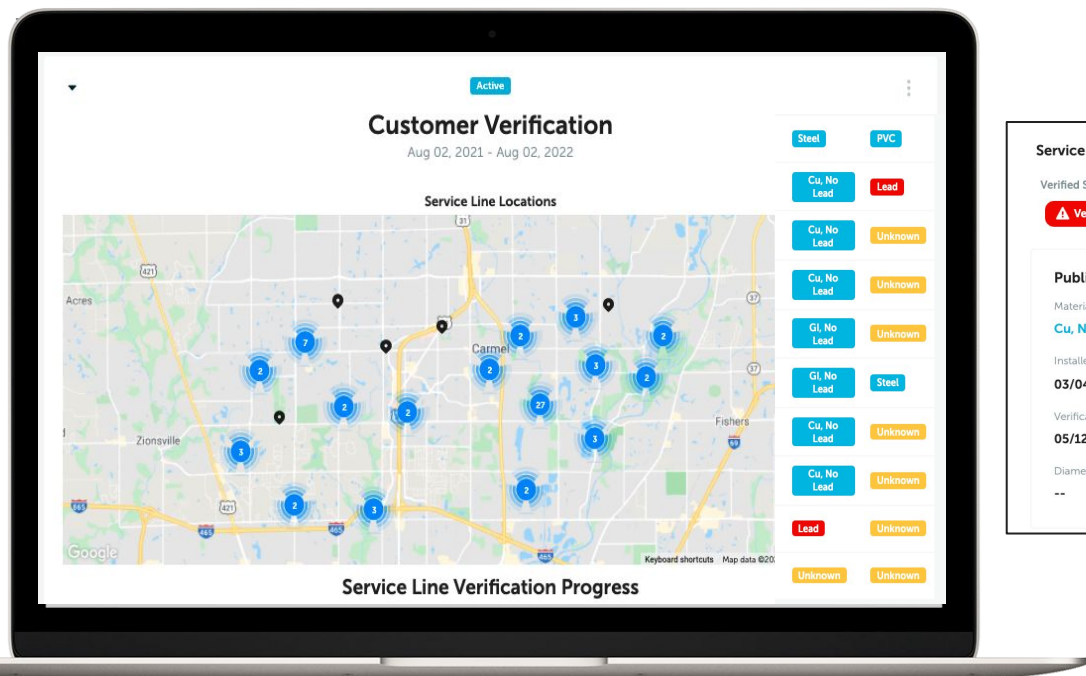
- Provide an engaging and positive brand experience.



Verification Workflow Management

Verify

Track every step of the verification process



Service Line:

In Service

Edit Details

Delete

Verified Status

Verified Date

Verified Lead

07/07/2021

Public Line

Material

Cu, No Lead

Installed Date

03/04/1993

Verification Date

05/12/2021

Diameter (in)

--

Verification

Records

Verified By

Roger M.

Removal Date

--

Depth (in)

--

Fittings

Lead Fittings

Unknown

Verification

--

Verified By

--

Verification Date

--

Lead Fittings

Unknown

Verification

--

Verified By

--

Verification Date

--

Private Line

Material

Lead

Installed Date

--

Verification Date

07/07/2021

Diameter (in)

--

Verification

Visual - Swab

Verified By

Tony R.

Removal Date

--

Depth (in)

--

Our Professional Services team will help ensure that no detail is overlooked



Public-side Verification

Verify

Verify your *utility owned* inventory efficiently

- Simple software to use in the field
- Upload photos and notes
- Maintain real-time records and monitor activities for every location

Public Line

Material
Cu, No Lead

Verification
**Visual -
Excavation**

Installed Date

06/23/1988

Verified By

Paul B.

Verification Date

--

Removal Date

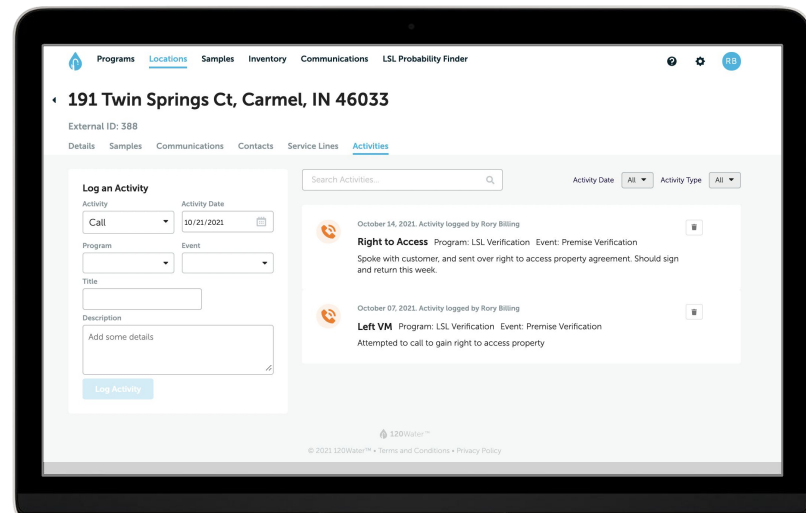
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Diameter (in)

--

Depth (in)

--



How we help you save



Comply

Comply with regulations requiring lead service line inventories.



Prioritize

Prioritize and manage lead service line replacement work.



Cut Costs

Reduce cost and eliminate unnecessary digs.

| Who we work with...

- Montgomery County
- Energy United Water Corp
- Taylorsville
- Kings Mountain
- Gastonia
- Rocky Mount
- Rowan County
- Asheville
- Robeson County
- Fayetteville
- Hickory
- King



GET IN COMPLIANCE



120Water™

We deliver an outcome... compliance.

THE PROBLEM

Revisions to the Lead and Copper Rule require water systems to conduct and maintain location-based LSL inventories as well as develop LSL plan replacement goals. Identifying LSLs is a multi-billion dollar issue – many systems don't have accurate records of where LSLs (both public and private) are located, and insufficient tools to conduct thorough inventories.

THE SOLUTION

Bring confidence to your program and avoid expensive digs based on unreliable data. Strategically use what you know about LSLs today to prioritize and track inventory work, centralize all key data, and visualize LSLs. Seamlessly tie in your service line inventory with 120Water's program management functions to execute replacement programs in one central system.



STAFF REPORT

TO: Public Enterprise Committee (PEC)

VIA: Lisa Strickland, Interim City Manager

DATE: March 7, 2023

FROM: Scott E. Clark, Director of Water Resources

PREPARED BY: Richard Riser, Water Resources Engineering Manager

SUBJECT: Old Charlotte Ave. and Williams Road Utility Relocation/Adjustment Agreement with NCDOT

SUMMARY STATEMENT

The PEC is requested to consider an agreement between the City of Monroe and the NCDOT on the City of Monroe's share of cost to relocate/adjust utilities at and around the intersection of Old Charlotte Ave. and Williams Rd.

REVIEW

The NCDOT is in the process of completing design and construction effort for turn lanes and signalization of the Old Charlotte Ave. and Williams Rd. intersection. As part of this project the NCDOT will be installing storm water drainage facilities and paving activities that will impact existing City of Monroe water and sewer facilities. The impacts require that these water and sewer facilities be moved or adjusted to allow for the NCDOT construction. The present State of North Carolina law provides for cost sharing of construction cost for municipalities based upon population. At this time the population of Monroe provides for a 25% cost share for the City of Monroe.

Staff has coordinated review of designs for the utility relocations and adjustments and are agreeable with the units and unit prices used to establish the estimated cost of construction. The total estimated cost to the City of Monroe has been established as \$8,600.00. Actual cost will be based upon completed cost of construction. Staff feels this is reasonable based upon the estimated cost of the project.

Budgeted funds are available.

RECOMMENDATION

It is the recommendation of Staff that the PEC take the following action:

Motion to recommend the agreement with the NCDOT for cost sharing of the utility relocation associated with the Old Charlotte Ave. and Williams Road intersection improvements for an estimated cost of \$8,600.00 be brought before the full council for approval.

AGREEMENT OVERVIEW

DATE: 1/18/2023

NORTH CAROLINA
UNION COUNTY

PROJECT NUMBERS
TIP NUMBER: W-5710AN
WBS ELEMENTS: 44856.3.42

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION “**DEPARTMENT**”

AND

CITY OF MONROE “**MUNICIPALITY**”

SCOPE OF TIP PROJECT: The Project consists of turn lanes at Old Charlotte and Williams Road in Monroe.

PURPOSE OF THIS AGREEMENT: To identify municipal participation in utility relocation and/or betterment costs.

ESTIMATED COSTS TO OTHER PARTY: \$8,600

PAYMENT TERMS: The Department will bill the City of Monroe upon completion of the work.

MAINTENANCE: The City of Monroe is responsible for all utility maintenance

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Monroe, hereinafter referred to as the **Municipality**; and collectively referred to as the “**Parties**.”

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136 27.3; and,

WHEREAS, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the **Municipality** has requested that the **Department** perform work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include utility relocation, construction and/or maintenance as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision

III. PROJECT DELIVERY REQUIREMENTS

A. CONSTRUCTION

1. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project TIP# W-5710AN, for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: relocation of water lines.
2. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

B. MAINTENANCE

1. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the **Municipality** shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages

in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the Department from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.

2. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
3. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

1. The **Municipality** shall be responsible for relocation, and/or betterment, costs for work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$8,600 as shown on the attached Exhibit "B". The total estimated cost of the Project is \$34,400. The **Municipality** shall be responsible for 25% of actual costs.
2. It is understood by both parties that this is an estimated cost and is subject to change.

B. INVOICING BY THE Department

1. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the actual bid prices and actual quantities used and shall include charges due to the **Department** for administration and oversight of the work.
2. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
3. If the **Municipality** does not pay said invoice within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
4. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
5. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds

allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

1. Any down payments are due at the time the agreement is fully executed.
2. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into

agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

G. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

H. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

I. DOCUSIGN

Department and Municipality acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the Department or the Municipality, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Department and Municipality consent to be legally bound by the terms and conditions of Agreement and that such act constitutes Department's signature as if actually signed by Department in writing or Municipality's signature as if actually signed by Municipality in writing. The Department and Municipality also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Department and Municipality acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

J. GIFT BAN

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

ACCOUNTS RECEIVABLE
UTILITY CONSTRUCTION AGREEMENT
1000017300

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **DEPARTMENT** and the **MUNICIPALITY** by authority duly given.

CITY OF MONROE

FED TAX ID: _____

REMITTANCE ADDRESS:

300 W. CROWELL ST.
MONROE, NC 28112

AUTHORIZED SIGNER: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

(FINANCE OFFICER)

PRINT NAME: _____

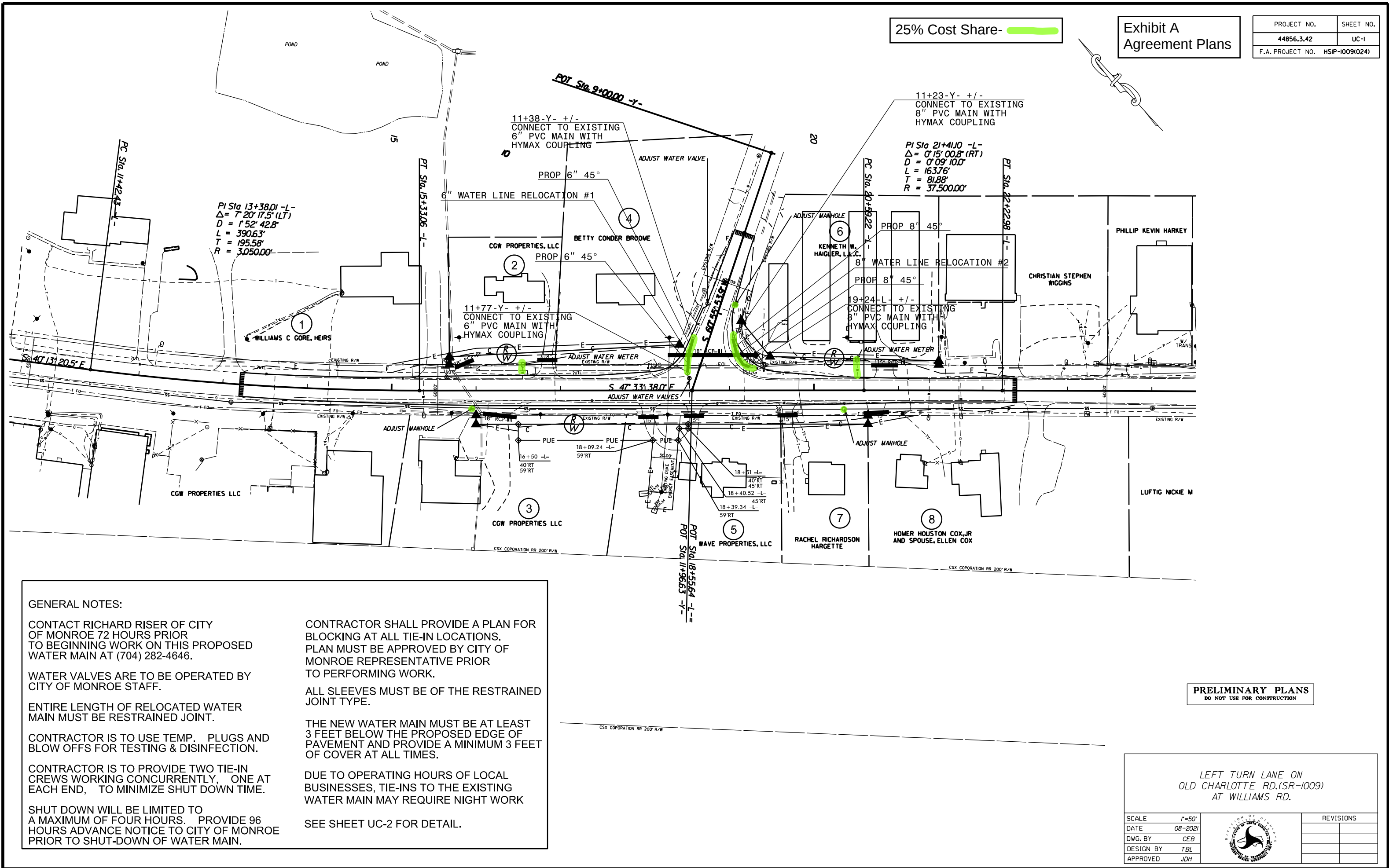
DATE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____ (Date)



WBS :	44856.2.42	TIP# W-5710AN	FA#
Type of Work:	Waterline Relocation		
County:	Union		
Location:	Intersection of Old Charlotte Rd and Williams Rd		

LINE NO.	DESC. NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	788	5325600000-E	1510	6" WATER LINE	50	LF		\$11,250.00
2	789	5325800000-E	1510	8" WATER LINE	50	LF		\$12,500.00
3	796	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	550	LB		\$8,250.00
4	838	5648000000-N	1515	RELOCATE WATER METER	2	EA		\$2,400.00
Total Cost for Project								\$34,400.00
Engineer's Estimate of Construction Cost								\$34,400.00
25% Cost Share:								\$8,600.00

Project Special Provisions
Utility Construction

Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:

Add the following sentences:

The water system owner is City of Monroe. For work involving City of Monroe's facilities, the Contractor shall contact Richard Riser with the City of Monroe at 704-282-4646 or rriser@monroenc.org.

A representative from City of Monroe shall witness all test performed on their water facilities. Test results shall be provided to City of Monroe for any tests involving their facilities.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service, paragraph 2, sentence 2:

replace it in its entirety with the following sentences:

The contractor shall not operate any existing water valves without a representative of the utility owner on site. Interruption in water service for all distribution mains shall be limited to a maximum of 4 hours unless otherwise specifically approved by the owner. Interruptions in water service require advance notice to the owner at least one week prior. Advanced notice will be email and phone call to the utility owner.

COMMENCEMENT OF WORK

A pre-construction meeting is required before work may begin. The utility owner shall be notified 72 hours prior to project mobilization.

MATERIAL APPROVAL

All utility materials shall be approved by the owner prior to delivery to the project.

TESTING AND STERILIZATION

All waterline testing shall be in accordance with section 1510-3(B) of the 2018 NCDOT Standards and Specifications and/or the City of Monroe Standards, whichever is more stringent, and shall occur at the time of construction. A designated representative from the utility owner shall be notified to witness testing prior to their acceptance.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Lisa Strickland, Interim City Manager

DATE: March 7, 2023

FROM: Scott E. Clark, Director of Water Resources

PREPARED BY: Richard Riser, Water Resources Engineering Manager

SUBJECT: John Glenn WTP Taste and Odor Study

SUMMARY STATEMENT

Council is requested to consider an engineering services contract for conducting a taste and odor study of the City of Monroe John Glenn WTP as well as a budget amendment to the Water Resources Fund.

REVIEW

In order to combat taste and odor issues in the City of Monroe water system, a taste and odor study is being proposed to determine probable causes, provide for immediate actions that can be taken to overcome these issues in the short term and define long term fixes. The taste and odor study will include sampling of Lake Twitty, the source water for the John Glenn WTP, as well as sampling and testing of the WTP processes and materials used in those treatment processes. This is a time sensitive due to the natural cycle of Lake Twitty. Black & Veatch has previously conducted taste and odor studies for the City of Monroe have completed many upgrade project design for the City, have perhaps the most thorough knowledge of the workings of the City of Monroe WTP and are a leader in the industry when it comes to water treatment process design. Black & Veatch was selected as the preferred firm to conduct this study.

Staff has negotiated with Black & Veatch to perform the required services. The total not-to-exceed cost has been established as \$149,980.00. Staff feels this is reasonable based upon the uniqueness and complexity of the undertaking.

Funds for the study to be appropriated via budget amendment BA-2022-05 through the Water Resources fund balance.

RECOMMENDATION

It is the recommendation of Staff that the PEC take the following action:

Water Resources staff request the Public Enterprise Committee approve for the budget amendment and taste and odor contract be placed on the regular consent agenda for the March 14th, 2024 Regular Council Meeting.

Further to authorize the City Manager to sign all items related to the contract.

Attachments:

City of Monroe Budget Amendment BA-2022-05
Contract for Engineering Services for a Taste and Odor Control Evaluation.

**CITY OF MONROE
BUDGET AMENDMENT
BA-2022-05**

1. Amendment to appropriate funds for a taste and odor study of the John Glenn Water Treatment Plant.

Water Resources Fund:

Revenue

Appropriation of Fund Balance	\$155,000
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Expenditures:

Water Filter Plant	\$155,000
--------------------	-----------

5108030 432040 Engineering Services	
-------------------------------------	--

Adopted this the 14th day of March 2023.

Marion L. Holloway, Jr., Mayor

Attest:

Bridgette H. Robinson, City Clerk

**CONTRACT FOR ENGINEERING SERVICES
FOR A
TASTE AND ODOR CONTROL EVALUATION**

This Contract is made and entered into as of the ____ day of _____, 20____, by the City of Monroe (“City”) and Black & Veatch (“Contractor”), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Section 1. **Background and Purpose.** This agreement allows the Contractor to provide professional engineering and analytical services related to evaluation of measures to control taste and odor in the City of Monroe water system.

Section 2. **Services and Scope to be Performed.** The Contractor shall provide personnel and equipment as required to perform a comprehensive taste and odor control evaluation of the City of Monroe water system.

In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: Total compensation shall be a not to exceed value of \$149,980.00. Payment shall be based upon the percent of completion of a particular task outlined in Attachment A and C. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. **Vendor’s Billings to City.** Vendor shall submit an original invoice to the Accounting Division at the City of Monroe. Vendors can expect payment within 30 days.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

COVERAGE	MINIMUM LIMITS
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7. **Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in

exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Black & Veatch proposal containing 6 pages(s).

Attachment B: Certificate of Insurance containing _____ page(s).

Attachment C: Black & Veatch Billing Rates and Cost Development containing 1 page(s).

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Section 9. **Notice.**

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

(By hand delivery, overnight delivery services, or other methods requiring a physical address):

Richard Riser, P.E.
City of Monroe
300 West Crowell Street
Monroe, NC 28112
rriser@monroenc.org
704-282-4646

(By United States Postal Service):

City of Monroe
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 290-1818

To the Contractor:

Kyle Massey, P.E.
Black & Veatch
10925 David Taylor Dr.
Suite 280
Charlotte, NC 28262
masseyk@bv.com
704-510-8409

- b. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Section 10. **Indemnification.** To the maximum extent allowed by law, unless otherwise prohibited under applicable limitations in Chapter 22B-1 of the North Carolina General Statutes, the Contractor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. Choice of Law and Forum. This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by

and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

- b. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- k. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City of Monroe and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF MONROE

CONTRACTOR: Black & Veatch

BY: _____
() _____, Department Head
() _____.

BY: _____
() President, () CEO,
() Partner, () Owner

() Other: _____

ATTEST:

Secretary

(CORPORATE SEAL)

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

Finance Officer: _____ DATE: _____
Lisa Strickland



STAFF REPORT

TO: Public Enterprise Committee

VIA: Lisa Strickland, Interim City Manager

DATE: March 7, 2023

FROM: Scott Clark, Water Resources Director

PREPARED BY: Scott Clark, Water Resources Director

SUBJECT: Contract Award, Water Treatment Plant Generator Purchase

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider a contract award for the purchase of a new emergency standby generator for the John Glenn Water Treatment Plant. The contract would be awarded to Cummins Sales and Service in the amount of \$247,691.08.

REVIEW

The Water Resources Department received informal bid proposals on February 27, 2023 for the purchase of a new emergency standby 750 kW diesel generator. The generator is for the John Glenn Water Treatment Plant. This generator will significantly enhance our overall system resiliency and reliability for our customers, in the event of a lengthy power outage. Funds were budgeted and approved by Council for Fiscal Year 2023.

Proposals were received from the following vendors:

<u>Contractor</u>	<u>Proposal</u>
Cummins Sales and Service	\$247,691.08
Carolina CAT Power Systems	\$269,750.00
Nixon Power Services	\$388,479.12

RECOMMENDATION

We request the Public Enterprise Committee approve for the item to be placed on the March 14th Council Meeting consent agenda and authorize the City Manager to execute all required documents.