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TUESDAY, JUNE 18, 2019
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Smith).
- III. Minute Approval.
- IV. Special Presentation.
- V. **Ordinances – Final Reading:**

PLANNING

- a. 2019-047 Lawson Real Estate G.P. % Bill Crawford (C-2 Convenience Commercial Zone and R-4 Special Zone to C-2 Convenience Commercial Zone and R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6246 Dayton Boulevard, more particularly described herein, from C-2 Convenience Commercial Zone and R-4 Special Zone to C-2 Convenience Commercial Zone and R-4 Special Zone. (District 3) (Recommended for approval by Planning and Staff)
- b. 2019-035 Donna Klein & Karen Walters (O-1 Office Zone to C-5 Neighborhood Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1106 Greens Road, more particularly described herein, from O-1 Office Zone to C-5 Neighborhood Commercial Zone, subject to certain conditions. (District 4) (Recommended for approval by Planning and denial by Staff)
- c. 2019-039 Chattanooga Gas Company % Josh McCrary (M-3 Warehouse and Wholesale Zone and R-3 Residential Zone to M-2 Light Industrial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6421 Bonny Oaks Drive, more particularly described herein, from M-3 Warehouse and Wholesale Zone and R-3 Residential Zone to M-2 Light Industrial Zone, subject to certain conditions. (District 5) (Recommended for approval by Planning and denial by Staff)

- d. 2019-051 Chris M. Anderson (Lift Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift Conditions from Ordinance No. 12887, previous Case No. 2014-123 on properties located at 6803, 6807, and 6811 McCutcheon Road, more particularly described herein. (District 6) (Recommended for denial by Planning and Staff)
- e. 2019-040 City of Chattanooga Real Property Office % Gail Hart (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2005, 2007, and 2009 Milne Street, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone. (District 8) (Recommended for approval by Planning and Staff)
- f. 2019-044 Hi Bam Properties, LLC % Peter Bambalis (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 800 Moss Street, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone, subject to certain conditions. (District 9) (Recommended for approval by Planning and Staff)
- g. 2019-049 Oscar Reyes (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1604 Arlington Avenue, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone. (District 9) (Recommended for approval by Planning and Staff)

VI. **Ordinances – First Reading:**

FINANCE

- a. An ordinance, hereinafter also known as “the Fiscal Year 2019-2020 Operations Budget”, providing revenue for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; appropriating same to the payment of expenses of the municipal government; fixing the rate of taxation on all taxable property in the City, and the time taxes and privileges are due, how they shall be paid, when they shall become delinquent; providing for interest and penalty on delinquent taxes and privileges; amending Chattanooga City Code, Part II, Chapter 2, Section 2-267, relative to paid leave for active-duty training and to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-36, 31-37, 31-41, and 31-43, Sections 31-322 and 31-354.
- b. An ordinance appropriating, authorizing or allocating funds to the Capital Improvements Budget for the Fiscal Year 2019-2020. (Revised)

PLANNING

- c. [2019-045 Chazen Engineering Consultants % Justin Tirsun \(A-1 Urban Agricultural Zone and R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, C-2 Convenience Commercial Zone and UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property addressed to Fringe Road, more particularly described herein, from A-1 Urban Agricultural Zone and R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, C-2 Convenience Commercial Zone and UGC Urban General Commercial Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning\) \(Deferred from 6/11/2019\)](#)

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PUBLIC WORKS AND TRANSPORTATION

Transportation

- d. [An ordinance to amend Chattanooga City Code, Part II, Chapter 24, Division 8, Section 24-507, relative to Restricted On-Street Parking Areas. \(District 7\)](#)

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution amending Resolution No. 29876 regarding the Lease Agreement with Dardenelle Long, in substantially the form attached, for the use of the barn on the Brown Acres golf course property for the keeping of animals as consistent with zoning, with a rental rate of \$200.00 per month for a term of one (1) year, with the option to renew for three (3) additional terms of one (1) year each. (District 6)
- b. A resolution setting a public hearing to establish a Downtown Central Business Improvement District, pursuant to Tennessee Code Annotated Section 7-84-511(2). (Revised)

SHORT TERM VACATION RENTAL APPLICATIONS

- c. 2019-25 Denny Schoch. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00043 for property located at 312 Tremont Street. (District 2)
- d. 2019-26 Ascent Properties, LLC/Nathaniel Roseveare. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00053 for property located at 314 Old Mountain Road. (District 7)
- e. 2019-27 Katherine Paige Wilson. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00063 for property located at 410 Ziegler Street. (District 1)
- f. 2019-28 John Sterner. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00068 for property located at 412 Tremont Street. (District 2)

FINANCE

- g. A resolution adopting a five-year Capital Improvement Plan for Fiscal Years 2020-2024, subject to future revisions; a copy of which is attached hereto and made a part hereof by reference. (Revised)
- h. A resolution expressing the intent of the City of Chattanooga to issue bonds in the aggregate amount not to exceed \$11,000,000 of the City of Chattanooga, Tennessee for the purpose of paying all or a portion of the costs of the following: City Facilities Capital Improvements and/or Campus Consolidation, ESIP-Ferdinand Piech Way modifications, Greenway Farm Conference Center Replacement, 3rd/4th Street, Airport Area Road Improvements, Alton Park Riverwalk Connector, Area 3 Commercial District Streetscape Improvements, Central Avenue, Patten Parkway, Sidewalks, Somerville Connector, Trans STSC Sidewalk - Riverwalk Extension, Woodmore Srts, Bridge Management & Maintenance, Elder Mountain Road Slope Stabilization and Roadway Improvements, and Wilcox Boulevard Tunnel. (Revised)

MAYOR'S OFFICE

- i. [A resolution to confirm the Mayor's re-appointments of Pam Shelley and Velma Hixson to the Chattanooga Hamilton County Hospital Authority Financial Review Committee.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- j. [A resolution authorizing the approval of Change Order No. 2 for CH2M Engineers, Inc. relative to Contract No. W-15-002-101, Friars Branch South Chickamauga Creek 5 Interceptor Rehabilitation for additional professional services, in the amount of \\$72,610.00, for a revised contract amount of \\$997,690.00. \(Districts 5 & 6\)](#)
- k. [A resolution authorizing the Administrator for the Department of Public Works, Division of Waste Resources, to pay a City claim for property damage which occurred on April 9, 2019, at or near 6754 Dupree Road, Chattanooga, TN, to Disaster Master, in the amount of \\$55,185.00, and to Dustin Jones, Homeowner, in the amount of \\$14,373.00, for a total amount of \\$69,558.00. \(District 6\)](#)

VIII. Purchases.

IX. Other Business.

Reports on Debt Obligations:

- a. [1998 Georgia Environment Facilities Authority Loan - \\$7,255,000](#)
- b. [2004 Loan Agreement - General Obligation - \\$25,000,000](#)
- c. [2007 Revenue Bond - \\$56,110,000](#)
- d. [2010 IDB Revenue Bond - \\$66,955,000](#)
- e. [2013 Golf Course Capital Lease - \\$301,492.81](#)
- f. [2016 Regional Communications Capital Lease - \\$5,977,734.76](#)
- g. [2018 Golf Course Capital Lease - \\$346,000.20](#)
- h. [2018 Tasers Capital Lease - \\$499,200.00](#)
- i. [HUD Section 108 Loan 2019-A - \\$1,526,000](#)
- j. [HUD Section 108 Loan - \\$4,576,000](#)

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XII. Adjournment.

TUESDAY, JUNE 25, 2019
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Ledford).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances - Final Reading:**

FINANCE

- a. An ordinance, hereinafter also known as “the Fiscal Year 2019-2020 Operations Budget”, providing revenue for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; appropriating same to the payment of expenses of the municipal government; fixing the rate of taxation on all taxable property in the City, and the time taxes and privileges are due, how they shall be paid, when they shall become delinquent; providing for interest and penalty on delinquent taxes and privileges; amending Chattanooga City Code, Part II, Chapter 2, Section 2-267, relative to paid leave for active-duty training and to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-36, 31-37, 31-41, and 31-43, Sections 31-322 and 31-354.
- b. An ordinance appropriating, authorizing or allocating funds to the Capital Improvements Budget for the Fiscal Year 2019-2020.

PLANNING

- c. 2019-045 Chazen Engineering Consultants % Justin Tirsun (A-1 Urban Agricultural Zone and R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, C-2 Convenience Commercial Zone and UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property addressed to Fringe Road, more particularly described herein, from A-1 Urban Agricultural Zone and R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, C-2 Convenience Commercial Zone and UGC Urban General Commercial Zone, subject to certain conditions. (District 1) (Recommended for approval by Planning) (Deferred from 6/11/2019)

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PUBLIC WORKS AND TRANSPORTATION

Transportation

- d. An ordinance to amend Chattanooga City Code, Part II, Chapter 24, Division 8, Section 24-507, relative to Restricted On-Street Parking Areas. (District 7)

6. **Ordinances – First Reading:**

PLANNING

- a. An ordinance to amend Chattanooga City Code, Part II, Chapter 11, Article XX, Short Term Vacation Rental Certificate, Section 11-510, by amending the definition of “Short Term Vacation Rental District” to adopt a new Short Term Vacation Rental Overlay District Map for property extended on Seminole to end at 3218 Pinewood Avenue. (District 9)

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing the Mayor to enter into a Fourth Amendment to Lease Agreement with East Nooga, LLC, in substantially the form attached, for senior activity meeting space in a portion of Eastgate Town Center at 5600 Brainerd Road for an additional term of one year, for the amount of \$6,843.00 per month, for a total amount of \$82,116.00 per year. (District 6)
- b. A resolution authorizing the Mayor to enter into a Second Amendment to Lease Agreement and Agreement to Exercise Option to Renew, in substantially the forms attached, with Bessie Smith Cultural Center, to include extension of the agreement term to July 1, 2024. (District 8)
- c. A resolution authorizing the Administrator for the Department of Economic and Community Development to donate six (6) youth mountain bicycles to the City of Collegedale Police Department Initiative for bicycle and pedestrian safety programs, for an estimated total value of \$240.00.
- d. A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into an agreement with CityView, a division of N. Harris Computer Corporation, for cloud hosting services related to the operating system for ECD Code Division, for a one-year period beginning July 1, 2019, and renewable for two (2) additional one-year terms, for a total of three (3) years, for a total amount not to exceed \$150,000.00.

LEGAL

- e. A resolution authorizing the Office of the City Attorney to engage the various law firms listed below for legal services in general litigation matters; corporate, transactional, intellectual property & administrative matters; labor & employment matters; planning & zoning matters; and government relations matters for the period of July 1, 2019 through June 30, 2020.

MAYOR'S OFFICE

- f. A resolution to confirm the Mayor's re-appointments of Ronald W. Smith and Trevor F. Atchley to the Beer and Wrecker Board.
- g. A resolution to confirm the Mayor's appointments of Vince Butler, Dylan Rivera, and Alicia Anne "Pam" Thompson to the Beer and Wrecker Board.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- h. A resolution authorizing the award of Contract No. R-19-006-201 to Integrated Properties, LLC of Chattanooga, TN, Multiple Ballfield and Facility Improvements, in the amount of \$160,905.04, with a contingency in the amount of \$20,000.00, for a total amount of \$180,905.04. (Districts 1, 6 & 7)
- i. A resolution authorizing the award of Contract No. W-19-002-201 to Talley Construction Company, Inc. of Rossville, GA, Sanitary Sewer Installation and Repair at ISS and Related Facilities Blanket Contract, in the amount of \$1.5 million.

Transportation

- j. A resolution authorizing the approval of Change Order No. 1 for Barge Design Solutions, Inc. relative to Contract No. T-15-013-101, Downtown One-Way to Two-Way Conversion, for an increased amount of \$13,553.00, for a revised contract amount not to exceed \$83,053.00. (Districts 7 & 8)
 - k. A resolution authorizing the Administrator for the Department of Transportation to apply for and, if awarded, accept a Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant from the Federal Transit Administration, with the City's contribution not to exceed \$74,400.00, for an amount not to exceed \$372,000.00.
- 8. Purchases.
 - 9. Other Business.
 - 10. Committee Reports.
 - 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
 - 12. Adjournment.

Proposed City Council Purchases 06/18/19

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	RIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	PRIMARY Additional Supplementation Requested Collected Prior to Council Session
PO544335 Public Works Department	Renewal of Blanket Contract - Manhole Components - Citywide Services - Public Works Department	5	1	Acheson Foundry & Machine Works Company 511 West 38th Street, Chattanooga, TN 37409	Total Estimated \$110,000.00 Annually	General Fund	Renewal of Blanket Contract - Manhole Components - Citywide Services - Public Works Department. The City of Chattanooga is renewing the second (2nd) contract renewal for twelve (12) months. There were five (5) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
PO544721 Public Works Department	Renewal of Blanket Contract - Portable Toilet Services - Citywide Services - Public Works Department	7	2	American Rooter & Portables, LLC 2002 Lois Street Cleveland, TN 37311	Total Estimated \$50,000.00 Annually	General Fund	Renewal of Blanket Contract - Portable Toilet Services - Citywide Services - Public Works Department. The City of Chattanooga is renewing the second (2nd) contract renewal for twelve (12) months. There were seven (7) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.
PO550642 Public Works Department	Renewal of Blanket Contract - Custodial Services at Riverwalk Extension - Parks Division - Public Works Department	14	2	Jani-King of Chattanooga 7610 Hamilton Park Drive Chattanooga, TN 37421	Total Estimated \$45,000.00 Annually	General Fund	Renewal of Blanket Contract - Custodial Services at Riverwalk Extension - Parks Division - Public Works Department. The City of Chattanooga is renewing the first (1st) contract renewal for twelve (12) months with the option to renew one (1) additional twelve (12) month terms. There were fourteen (14) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.
PO550066 Public Works Department	Renewal of Blanket Contract - Bulk Fuel - Fleet Management Division - Public Works Department	8	2	Jat Oil & Supply Inc. 600 West Main Street P.O. Box 5288 Chattanooga, TN 37406	Total Estimated \$1,000,000.00 Annually	General Fund	Renewal of Blanket Contract - Bulk Fuel - Fleet Management Division - Public Works Department. The City of Chattanooga is renewing the first (1st) contract renewal for twelve (12) months with the option to renew one (1) additional twelve (12) month terms. There were eight (8) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.

R183980 Public Works Department	New Blanket Contract - Grounds Maintenance for City Right-of-Ways - Citywide Services - Public Works Department	13	5	Sikes Services, LLC dba CityGreen Services 206 Merriman Avenue, Chattanooga, TN 37415	Estimated \$40,000.00 Annually	General Fund	New Blanket Contract - Grounds Maintenance for City Right-of-Ways - Citywide Services - Public Works Department The City of Chattanooga will issue a blanket contract for twelve (12) months with the option to renew two (2) additional twelve (12) month terms. There were thirteen (13) direct bid solicitations and we received five (5) responses in the publicly advertised bid proceedings.
R185006 Economic & Community Development	Public Art Collection Assessment and Conservation Plan - Economic & Community Development	30	2	Eva Sander-Conwell 1112 Crown Point Road West, Signal Mountain, TN 37377	\$30,200.00	General Fund	Contract award for Public Art Collection Assessment and Conservation Plan - Economic & Community Development. There were thirty (30) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.
R184869 Economic & Community Development	Special Event Stage Trailer - Economic & Community Development	7	2	RPM Trailer Sales 6118 Highway 53, Braselton, GA 30517	\$35,580.00	General Fund	Contract award for Special Event Stage Trailer - Economic & Community Development. There were seven (7) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.



City of Chattanooga

Mayor Andy Berke

June 12, 2019

Mr. Justin Holland
Administrator, Public Works Department
City Wide Services
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO No. 544335 – Manhole Components –
City Wide Services – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 544335 for Manhole Components, City Wide Services, Public Works Department. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12), for an estimated annual amount of \$110,000. A copy of the contract is enclosed.

The original invitation to bid was sent to five (5) vendors as well as formally advertised. Bids were received from one (1) vendor. The invitation to bid was reissued and still produced the only bid response. Bid is retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 544335 for Manhole Components to Acheson Foundry & Machine Works Company, 511 West 38th Street, Chattanooga, TN 37409.

Respectfully yours,

**Bonnie Woodward
Director of Purchasing**

BW/mlm

Attachments

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 000384 Vendor Alternate ID: 5357 Acheson Found & Mach Wk Inc P O Box 2196 Chattanooga, TN 37409
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PO Date: 05-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544335 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 154288 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Manhole Components Price Escalation Clause: Vendor Shall Hold Prices Firm For First (1st) Year Of Contract If, as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract shall be adjusted accordingly. All price increases must be justified by letters from your supplier. This Shall Be A Twelve (12) Month Blanket Contract To Supply Manhole Components. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: Jim Rigsby (423) 266-4863 (423) 266-1087 (Fax) jimmyrigsby@epbf.com City Contact: Sharon Smith (423) 643-6846 Approved By City Council On June 27, 2017 Contract Term: July 3, 2017 thru July 2, 2018					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 000384 Vendor Alternate ID: 5357 Acheson Found & Mach Wk Inc P O Box 2196 Chattanooga, TN 37409
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PO Date: 05-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544335 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td></td> <td>Change Order #1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="6"> Contract has been extended an additional twelve (12) months. The new contract performance dated is July 2, 2019. City Council approved on July 17, 2018 1st Renewal </td> </tr> </tbody> </table>	Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total		Change Order #1				 Contract has been extended an additional twelve (12) months. The new contract performance dated is July 2, 2019. City Council approved on July 17, 2018 1st Renewal							
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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Manhole Catch Basin Back, V-4095 (Curb Inlet)	0.00	Each	\$ 242.0000	\$ 0.00
2	Curb Inlet Hood, 48" Tall, V-4095	0.00	Each	\$ 242.0000	\$ 0.00
3	Manhole Catch Basin Frame, V-4095	0.00	Each	\$ 348.0000	\$ 0.00
4	Manhole Catch Basin Grate, V-4095	0.00	Each	\$ 343.0000	\$ 0.00
5	Manhole Catch Basin Grate, 1/2 Piece, 21-1/2" x 22-7/8", V-4095	0.00	Each	\$ 275.0000	\$ 0.00
6	Manhole Curb Inlet Frame and Double Grate, V-4095	0.00	Each	\$ 691.0000	\$ 0.00
7	Manhole Catch Basin, Complete V-4095	0.00	Each	\$ 933.0000	\$ 0.00
8	Manhole Castings Complete, A-2024-81	0.00	Each	\$ 272.0000	\$ 0.00
9	Manhole Frame and Cover, A-2024-41	0.00	Each	\$ 272.0000	\$ 0.00
10	Manhole Frame, 8" V-1380-2-24 Clear	0.00	Each	\$ 152.0000	\$ 0.00

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 000384 Vendor Alternate ID: 5357 Acheson Found & Mach Wk Inc P O Box 2196 Chattanooga, TN 37409
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PO Date: 05-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544335 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Manhole Frame, 4" Tall, 24" Clear	0.00	Each	\$ 152.0000	\$ 0.00
12	Manhole Frame, 3" Tall, 22" Clear	0.00	Each	\$ 115.0000	\$ 0.00
13	Manhole Replacement Cover for Plastic Lid, Dexol	0.00	Each	\$ 108.0000	\$ 0.00
14	Chattanooga Logo "Drain" Lid, 1-1/2" Seat 26" Diameter	0.00	Each	\$ 120.0000	\$ 0.00
15	Chattanooga Logo "Sewer" Lid, 1-1/2" Seat 26" Diameter	0.00	Each	\$ 120.0000	\$ 0.00
16	Chattanooga Logo "Drain" Lid, "Non Traffic"	0.00	Each	\$ 81.0000	\$ 0.00
17	Manhole Frame, 22.5" Clear GA-1033 Slab Type "Non Traffic"	0.00	Each	\$ 81.0000	\$ 0.00
18	Manhole Grate, #12 State Standard	0.00	Each	\$ 220.0000	\$ 0.00
19	Manhole Grate, City Standard A-3024-81	0.00	Each	\$ 217.0000	\$ 0.00
20	Manhole Catch Basin Grate, Double City Standard	0.00	Each	\$ 343.0000	\$ 0.00

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 000384 Vendor Alternate ID: 5357 Acheson Found & Mach Wk Inc P O Box 2196 Chattanooga, TN 37409
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PO Date: 05-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544335 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Manhole 22" Square Frame and Grate, V-5622	0.00	Each	\$ 349.0000	\$ 0.00
22	Catch Basin Frame, 22" x 22" Clear Reversible, V-5622	0.00	Each	\$ 168.0000	\$ 0.00
23	Catch Basin Grate, 23-3/4 x 23-3/4 x 1-1/2, V-5622	0.00	Each	\$ 181.0000	\$ 0.00
24	Catch Basin Frame, 24-1/2" x 30-3/8" Clear, V-5763	0.00	Each	\$ 215.0000	\$ 0.00
25	Manhole Grate, 26" Diameter, V-3380	0.00	Each	\$ 217.0000	\$ 0.00
26	Manhole Frame and Grate, 24x24 Heavy Duty, A-5724	0.00	Each	\$ 321.0000	\$ 0.00
27	Manhole Frame and Grate, V-3317	0.00	Each	\$ 334.0000	\$ 0.00
28	Manhole Steps, A-1984	0.00	Each	\$ 10.0000	\$ 0.00
29	Manhole Steps, A-1983	0.00	Each	\$ 21.0000	\$ 0.00
30	TN 12 Non Mountable CI Hood, D-CBB-12A	0.00	Each	\$ 214.0000	\$ 0.00

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 000384 Vendor Alternate ID: 5357 Acheson Found & Mach Wk Inc P O Box 2196 Chattanooga, TN 37409
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PO Date: 05-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544335 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Manhole Paving Ring with Set Screws, 23-1/2" x 1-1/2" x 2"	0.00	Each	\$ 110.0000	\$ 0.00
32	Manhole Catch Basin Grate, 37-3/4" x 37-3/4" x 1-1/2", V5636	0.00	Each	\$ 558.0000	\$ 0.00
33	#12 Catch Basin Frame (D-CBB-12A), V4074010	0.00	Each	\$ 230.0000	\$ 0.00
34	#12 Catch Basin Grate (D-CBB-12A), V4074030	0.00	Each	\$ 220.0000	\$ 0.00
35	# 22 Grate, 21-3/4" x 22-7/8", V4095220	0.00	Each	\$ 275.0000	\$ 0.00
36	Water Tight Assembly with Chattanooga Logo, V2150325	0.00	Each	\$ 849.0000	\$ 0.00
37	Catch Basin Frame, 30" x 30", V5630010	0.00	Each	\$ 246.0000	\$ 0.00
38	Catch Basin Grate, 31-3/4" x 31-3/4", V5630030	0.00	Each	\$ 342.0000	\$ 0.00
39	Catch Basin Frame, 36" x 36", V5636010	0.00	Each	\$ 370.0000	\$ 0.00
40	Manhole Cover, A-2024-81	0.00	Each	\$ 120.0000	\$ 0.00

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 000384 Vendor Alternate ID: 5357 Acheson Found & Mach Wk Inc P O Box 2196 Chattanooga, TN 37409
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PO Date: 05-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544335 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	Manhole Cover to fit 3" Tall Frame, V1140050	0.00	Each	\$ 115.0000	\$ 0.00
42	Manhole Ring and Cover, VM89 City Standard, V-1389	0.00	Each	\$ 517.0000	\$ 0.00
43	Miscellaneous	0.00	Each	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

June 12, 2019

Mr. Justin Holland
Administrator, Public Works Department
City Wide Services
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO No. 544721 – Portable Toilet Services –
City Wide Services – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 544721 for Portable Toilet Services, City Wide Services, Public Works Department. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12) months, for an estimated annual amount of \$50,000. A copy of the contract is enclosed.

The original invitation to bid was sent to seven (7) vendors as well as formally advertised. Bids were received from two (2) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 544721 for Portable Toilet Services to American Rooter & Portables LLC, 2002 Lois Street, Cleveland, TN 37311.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 746168
	American Rooter and Portables LLC PO Box 938 Cleveland, TN 37364

PO Date: 26-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544721 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 154294 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Portable Toilet Rental This Shall Be A Twelve (12) Month Blanket Contract For Portable Toilet Rental. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: Peaches Searles (423) 716-3330 (423) 498-6168 (fax) cpeaches48@gmail.com City Contact: Sharon Smith (423) 643-6846 Contract Term: August 1, 2017 thru July 31, 2018					

***** NOTICE *****

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 746168
	American Rooter and Portables LLC PO Box 938 Cleveland, TN 37364

PO Date: 26-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544721 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #1					
Added an additional \$4,642.60 to original estimated amount of \$20,356.40. This is still under the approval threshold of \$25,000.					
05/03/18 mlm					

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 746168
	American Rooter and Portables LLC PO Box 938 Cleveland, TN 37364

PO Date: 26-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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Purchase Order Number 544721
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #3					
.....					
City Council approved amount limit change on April 2, 2019.					
.....					
04/02/19 mlm					

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 746168
	American Rooter and Portables LLC PO Box 938 Cleveland, TN 37364

PO Date: 26-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544721 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #2					
..... Contract has been extended an additional twelve (12) months. The new contract performance date is July 31, 2019. City Council approved on July 10, 2018 1st Renewal					

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 746168
	American Rooter and Portables LLC PO Box 938 Cleveland, TN 37364

PO Date: 26-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544721 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Portable Toilet, One month Rental	0.00	Each	\$ 65.0000	\$ 0.00
2	Portable Toilet, Prorated Weekly Rental	0.00	Each	\$ 16.2500	\$ 0.00
3	Portable Toilet, Prorated Daily Rental	0.00	Each	\$ 2.1700	\$ 0.00
4	Portable Toilet, Handicap, One Month Rental	0.00	Each	\$ 120.0000	\$ 0.00
5	Portable Toilet, Handicap, Prorated Weekly Rental	0.00	Each	\$ 30.0000	\$ 0.00
6	Portable Toilet, Handicap, Prorated Daily Rental	0.00	Each	\$ 4.0000	\$ 0.00
7	Handwash Station, Monthly Rate	0.00	Each	\$ 65.0000	\$ 0.00
8	Handwash Station, Weekly Rate	0.00	Each	\$ 16.2500	\$ 0.00
9	Handwash Station, Daily Rate	0.00	Each	\$ 2.1700	\$ 0.00
10	Additional Service, Portable Toilet	0.00	Each	\$ 10.0000	\$ 0.00

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 746168 American Rooter and Portables LLC PO Box 938 Cleveland, TN 37364
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PO Date: 26-JUL-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 544721 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Additional Service, Handicap Portable Toilet	0.00	Each	\$ 10.0000	\$ 0.00
12	Fuel Surcharge	0.00	Each	\$ 0.0000	\$ 0.00
13	Miscellaneous	0.00	Each	\$ 1.0000	\$ 0.00
14	Holding Tank, Weekly Rental	0.00	Each	\$ 21.2500	\$ 0.00
15	Holding Tank, Monthly Rental	0.00	Each	\$ 85.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga
Mayor Andy Berke

June 12, 2019

Mr. Justin Holland
Administrator, Public Works Department
Parks Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO No. 550642 – Custodial Services at
Riverwalk Extension – Parks Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 550642 for Custodial Services at Riverwalk Extension, Parks Division, Public Works Department. The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months, with one (1) renewal option remaining for an estimated annual amount of \$45,000. A copy of the copy of the contract is enclosed.

I recommend renewing Blanket PO No. 550642 for Custodial Services at Riverwalk Extension to Jani-King of Chattanooga, 7610 Hamilton Park Drive, Suite 3 & 4, Chattanooga, TN 37421.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 23066 Jani-King Chattanooga Region 609 Reliability Circle Knoxville, TN 37932
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PO Date: 15-AUG-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 550642 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 171327 / 305153 Ordering Dept.: Parks Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Janitorial Services for Riverwalk Extension ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Janitorial Services for Riverwalk Extension. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 23066 Jani-King Chattanooga Region 609 Reliability Circle Knoxville, TN 37932
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PO Date: 15-AUG-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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Purchase Order Number 550642 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
Purchase Order issued in accordance with Jani-King of Chattanooga bid received on July 5, 2018 is hereby made part of this contract					
City Council approved on August 7, 2018					
Contract dates: August 15, 2018 to August 14, 2019					
Vendor Contact: Josh Sherwood Phone No.: 423-648-3101 Fax No.: 423-648-3113 E-mail: jsherwood@jkccs.com					
The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation.					
Representative: _____		Agreed to and accepted by: _____			
Title: _____		CITY OF CHATTANOOGA, TENNESSEE			
Date: _____		Name/Title: _____			
		Department: _____			

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 23066
	Jani-King Chattanooga Region 609 Reliability Circle Knoxville, TN 37932

PO Date: 15-AUG-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 550642 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Custodial Services for Riverwalk Extension	0.00	Month	\$ 3,359.0000	\$ 0.00
2	Carpet Shampoo	0.00	Each	\$ 150.0000	\$ 0.00
3	Strip, Reseal & Refinish Floors	0.00	Each	\$ 150.0000	\$ 0.00
4	Window Washing Inside & Outside up to Second Floor with Step Ladder	0.00	Each	\$ 50.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

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City of Chattanooga

Mayor Andy Berke

June 12, 2019

Mr. Justin Holland
Administrator, Public Works Department
Fleet Management Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO No. 550066 – Bulk Fuel – Fleet
Management Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 550066 for Bulk Fuel, Fleet Management Division, Public Works Department. The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months, with one (1) renewal option remaining for an estimated annual amount of \$1,000,000. A copy of the copy of the contract is enclosed.

I recommend renewing Blanket PO No. 550066 for Bulk Fuel to Jat Oil & Supply Inc, 600 West Main Street, P.O. Box 5288, Chattanooga, TN 37406.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 200364 Vendor Alternate ID: 12844 Jat Oil & Supply Inc P O Box 5288 Chattanooga, TN 37406-0288
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PO Date: 19-JUL-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 550066 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 172151 / 305158 Ordering Dept.: Fleet Management Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Bulk Fuel, Top or Side Loading, for refueling the Bulk Fuel Trucks at Fleet and Fire Department ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Bulk Fuel City Wide and Refueling Bulk Fuel Trucks Located at Amnicola Garage and Fire Department. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					

***** NOTICE *****

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 200364 Vendor Alternate ID: 12844 Jat Oil & Supply Inc P O Box 5288 Chattanooga, TN 37406-0288
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PO Date: 19-JUL-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 550066 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
<p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>Purchase Order issued in accordance with JAT Oil & Supply Inc bid received on July 10, 2018 is hereby made part of this contract.</p> <p>City Council approved on July 17, 2018</p> <p>Contract dates: July 23, 2018 to July 22, 2019</p> <p>Vendor Contact: Will Conroy Phone No.: 423-629-6611 Fax No.: 423-629-9459 E-mail: wconroy@jatoil.com</p> <p>The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation.</p> <p>Representative: _____ Agreed to and accepted by: _____ Title: _____ CITY OF CHATTANOOGA, TENNESSEE Date: _____ Name/Title: _____ Department: _____</p>					

***** NOTICE *****

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 200364 Vendor Alternate ID: 12844
	Jat Oil & Supply Inc P O Box 5288 Chattanooga, TN 37406-0288

PO Date: 19-JUL-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 550066 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Bulk Fuel; Unleaded 87 Conventional	0.00	Gallon	\$ 1.0000	\$ 0.00
2	Bulk Fuel; Unleaded E10	0.00	Gallon	\$ 1.0000	\$ 0.00
3	Bulk Fuel; Diesel (ULSD)	0.00	Gallon	\$ 1.0000	\$ 0.00
4	Bulk Fuel; B10 Diesel Blend	0.00	Gallon	\$ 1.0000	\$ 0.00
5	Bulk Fuel; Off-Road Diesel	0.00	Gallon	\$ 1.0000	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

June 12, 2019

Mr. Justin Holland
Administrator, Public Works Department
City Wide Services
1250 Market Street, Suite 2100
Chattanooga, TN 37402

Subject: 183980 / 305474 – Grounds Maintenance for City Right-of-Ways – City Wide Services – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Grounds Maintenance for City Right-of-Ways, City Wide Services, Public Works Department. The contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$40,000.

The invitation to bid was sent to thirteen (13) vendors as well as formally advertised. Bids were received from five (5) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Sikes Services, LLC dba CityGreen Services
R & A Property Maintenance
AB Property Preservation
Special Touch Lawn Care
J's Lawn Care & Scapes

Page 2

Grounds Maintenance for City Right-of-Ways

I recommend awarding the blanket contracts for Grounds Maintenance for City Right-of-Ways to Sikes Services, LLC dba CityGreen Services, 206 Merriman Avenue, Chattanooga, TN 37415, as the best complete bid meeting specifications for the City of Chattanooga. J's Lawn Care & Scapes was the apparent low bidder, but due to not being responsive to the question regarding vendor responsibility that were sent, City Wide Services could not award to this vendor. Therefore, City Wide Services recommends awarding the contract to Sikes Services, LLC dba CityGreen Services, who offers the best responsive and responsible bid which meets the specifications for the City of Chattanooga.

Respectfully yours,



**Bonnie Woodward
Director of Purchasing**

BW/mlm

Attachments

Requisition: 183980		Bid #: 305474		Description: Grounds Maintenance for City Right-of-Ways		J's Lawn Care & Scapes		Special Touch Lawn Care		AB Property Reservation		Sklee Services, LLC dba Sklee Services		R & A Property Maintenance			
Item #	Item Description	UOM	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price			
1	Hickory Valley Road from Hwy 58 to Tyner Road	Each	\$ 40.00	16	\$ 640.00	\$1,429.67	16	\$ 22,874.72	\$2,500.00	16	\$ 40,000.00	\$ 367.50	16	\$ 5,880.00			
2	Hixson Pike from Barton Avenue to Hwy 153	Each	\$ 40.00	16	\$ 640.00	\$2,452.65	16	\$ 39,242.40	\$1,900.00	16	\$ 30,400.00	\$ 682.00	16	\$ 10,912.00			
2	Shallowford Road from Oak Street to Red Tail Lane	Each	\$ 40.00	16	\$ 640.00	\$3,818.00	16	\$ 61,088.00	\$3,250.00	16	\$ 52,000.00	\$ 682.00	16	\$ 10,912.00			
3	Wauhatchie Pike from Cummings Hwy to Hwy 11	Each	\$ 40.00	16	\$ 640.00	\$1,195.20	16	\$ 19,123.20	\$ 900.00	16	\$ 14,400.00	\$ 682.00	16	\$ 10,912.00			
Totals:					\$ 2,500.00			\$ 142,328.32			\$130,800.00			\$ 38,616.00			\$118,646.24

City Green Services
206 Merriman Avenue
Chattanooga, TN 37415

Special Touch Lawn Service
4608 Woodmere View Circle
Chattanooga, TN 37411

Images Landscape Service LLC
4123 Cromwell Road
Chattanooga, TN 37421

AB Property Preservation
3701 Alton Park Blvd
Chattanooga, TN 37410

US Lawns of East Chattanooga
6263 N. Lee Highway
Cleveland, TN 37312

Lawn Pro's of Chattanooga
P.O. Box 21892
Chattanooga, TN 37424

R & A Property Maintenance
290 Brentwood Lane
Dunlap, TN 37327

**ERMC III property Management
Company**
6148 Lee Highway, Suite 300
Chattanooga, TN 37421

Nooga Lawn and Landscaping
8225 Oxford Drive
Hixson, TN 37343

Easy Turf Care
3012 Edgewood Drive
Signal Mountain, TN 37377

Alicity Group LLC
P.O. Box 80243
Chattanooga, TN 37414

Precision Property Maintenance
225 Brady Miller Lane
Dayton, TN 37321

**Ordered Steps Lawncare & More
Corporation**
6207 Talledega Avenue
Chattanooga, TN 37421

Date: April 18, 2019

Requisition No.: 183980

PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on May 2, 2019*

Requisition / Bid No.: R183980 / 305474
Ordering Dept.: City Wide Services, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

Items Being Purchased: Grounds Maintenance for City Right-of-Ways

REQUEST FOR BIDS MUST BE RECEIVED

2:00 P.M., EST on May 2, 2019

PRE-BID CONFERENCE WILL BE CONDUCTED

10:30 A.M., EST on April 25, 2019

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informality in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: STIKES SERVICES, LLC - CITYGREEN SERVICES.

Mailing Address: 2715 WOOD AVE

City & Zip Code: CHATTANOOGA, TN 37406

Phone/Toll Free No.: 423-595-6415

Fax No.: 423-648-5265

E-Mail Address: George@Citygreenservices.com

Contact Person: GEORGE PARISH

Company Title: OPERATIONS MANAGER

Signature: [Handwritten Signature]

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 02-MAY-19 at 2:00 PM

BID NUMBER: 305474

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 183980 / 305474 Ordering Dept : City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Grounds Maintenance for City Right-of-Ways ATTACHMENTS: 1. Specifications (7 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. NOTE: A Pre-Bid Conference will be held April 25, 2019 at 10:00 AM, at the Paul Clark Building, 900 East 11th Street, Chattanooga, TN 37403. Attendance at the Pre-Bid is Preferred. This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for City Right-of-Ways for City Wide Services The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2 00 PM EST ON May 2, 2019 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305474) ON OUTSIDE PACKAGING PLEASE DO NOT EMAIL BIDS **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause. If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges					

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 02-MAY-19 at 2:00 PM
BID NUMBER: 305474

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
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having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE ****
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name Siles Services, LLC
 Address 2713 WOOD AVE
CHATTANOOGA, TN 37406
 Phone/Toll-Free No. 423-595-6415
 Fax No 423-648-5265
 eMail Address henry@citygreenservices.com
 Contact Person's Name Henry Purnell
 Estimated Delivery _____

Minority-Owned Business _____ Small Business Veteran _____
 Minority Woman-Owned Business _____ Disabled Veteran _____
 Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address

TERMS OF PAYMENT Net 30

TELEPHONE NUMBER 423-595-6415

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: Siles Services

SIGNATURE: [Signature]

NAME AND TITLE: Crege Purnell
Operations Manager

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

02-MAY-19 at 2:00 PM

BID NUMBER: 305474

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Hickey Valley Road from Hwy 58 to Tyner Road	16	Each	\$ 367. ⁰⁰ /mo	\$ 5,880. ⁰⁰
2	Hixson Pike from Barton Ave. to Hwy 153	16	Each	\$ 682. ⁰⁰ /mo	\$ 10,920. ⁰⁰
3	Shallowford Road from Oak St. to Red Tail Lane	16	Each	\$ 682. ⁰⁰ /mo	\$ 10,920. ⁰⁰
4	Wauhatchie Pike from Cummings Hwy. to Hwy 11	16	Each	\$ 682. ⁰⁰ /mo	\$ 10,920. ⁰⁰

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED - The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address

TERMS OF PAYMENT Net 30

TELEPHONE NUMBER: 423-545-6415

COMPANY Sider Services, LLC

SIGNATURE: [Signature]

NAME AND TITLE: Gene Smith
Operator Manager

SPECIFICATIONS FOR CITY RIGHT OF WAY

1.0 GENERAL

1.1 SCOPE OF WORK

The Scope of Work covered by these Specifications includes providing all of the labor, materials, supplies, and equipment necessary to perform the grounds maintenance service described herein. These services include, but are not limited to, mowing, trimming, edging, etc. of the grounds at and adjacent to areas being bid.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Assistant Director of Operations, City-Wide Services at 423-643-6831 for assistance.

1.2 PRE-BID CONFERENCE

A **pre-bid conference** will be held at the City-Wide Services Building, 900 East 11th Street, Chattanooga, TN 37403 at the time and date outlined in the advertisement for bid.

1.3 REQUIREMENTS FOR INSURANCE COVERAGE

1.3.1 Workman's Compensation Insurance

Where applicable the Contractor shall provide Workman's Compensation Insurance to protect the Contractor against all claims under applicable State Workman's Compensation Laws. The Contractor shall be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of the Workman's Law.

1.3.2 General Public Liability and Property Damage Insurance

The Contractor shall provide general public liability and property damage insurance written in comprehensive form. The insurance shall protect the Contractor against all claims arising from injuries, including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his employees, agents, or subcontractors.

The liability limits of this insurance shall be a minimum of \$350,000 for each occurrence.

The insurance shall carry an endorsement in a form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims or damage whatsoever.

The insurance shall remain in force at all times during the term of this contract.

1.4 LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for two (2) additional twelve (12) month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 3.1 are met.

1.5 BASIS FOR BIDDING

The Contract Bid shall be priced per unit and will be awarded based on **the lowest cost per site** to perform the work described herein. Unit prices shall be provided for each work task so as to provide a basis for payment.

1.6 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the **General Conditions and Instructions to Bidders** supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work. **No Contractor's License is required to perform this work.**

2.0 SERVICES

2.1 GENERAL

The grounds/mowing locations range from as little as 100 sq ft. to as large as three (3) acres.

Grounds maintenance in this contract shall be provided on a twice/month basis unless otherwise agreed to by the City (See Section 3.1).

All areas within the locations for bid shall receive the grounds maintenance as described herein.

2.2 GROUNDS MAINTENANCE

Grounds Maintenance activities **shall include** the following:

- a. Mowing, trimming, and edging all areas including around all trees, shrubs, buildings, structures, rip rapped banks, fences, curb & gutters, concrete islands on and adjacent to contracted sites.
- b. Cleaning all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, etc.
- c. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within the rip rapped bank area of the site.
- d. The trimming any vegetation (vines, grasses, weeds, etc.) hanging on or over the fences maintaining a minimum of three (3) feet over fences. This shall include the disposal of all clippings, trimmings, etc.
- e. Pick-up, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic, paper, etc. from the site.
- f. Sweeping asphalt or concrete paved and curbed areas of dirt, gravel, debris, grass clippings, etc.

2.3 DESCRIPTION OF SERVICES

2.3.1 Mowing

When mowing the grassy areas, grass shall be cut to a height of 2 to 3 inches. Grass clippings shall be discharged from the mowing machines so as to minimize "piling" and discharge onto paved, graveled or ditch areas. Efforts shall be made to minimize "scalping" of grassy areas.

Care shall be taken to minimize damage to trees, shrubs, and other such vegetation where applicable. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

2.3.2 Trimming and Edging

Trimming and edging may be accomplished by use of string trimmers, edgers, and/or herbicides. When using string trimmers or edgers, care shall be taken not to cause damage to trees, shrubs, or other such vegetation. The Contractor shall replace any damaged vegetation.

Any herbicides used shall be EPA approved and shall be applied in accordance with manufacturer's suggested guidelines. Where herbicides are used for trimming and edging, care shall be taken by the Contractor to not damage any trees, shrubs, and other such vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

If herbicides are used for trimming and edging purposes, a 2 to 3 inch area around fences, poles, curbs, and buildings, mulched areas, etc. will be allowed unless otherwise mutually agreed upon by the parties to this contract.

When using herbicides for edging or other purposes, all dead vegetation shall be removed by use of string trimmers or other appropriate equipment to provide a neat and uniform appearance.

2.3.3 Cleaning Curbs and Sidewalks

The Contractor shall be responsible for removing any grass clippings that may drop on curbs, gutters, sidewalks, streets, landings, etc. during the course of performing the work. These clippings may be removed by sweeping with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

Dirt, sand, gravel, clippings, etc. shall be removed from asphalt or concrete paved areas including curbs and gutters. This material may be removed with a broom, blower/ vacuum machine, shovels, or other such equipment normally used to perform such work.

Any grass or other vegetation growing in cracks of sidewalks, street curbs, and driveways shall be removed by spraying with herbicide, string trimmers, or by other means of removal along the length of the station site(s).

2.3.4 Other

Prior to performing any of the work, the Contractor shall have taken care to walk over the areas mowed, trimmed, and/or edged and identify any hazards that might damage his equipment. Any hazards shall be the responsibility of the Contractor to work around.

2.4 SERVICES NOT INCLUDED

This Contract does not include any landscaping, flower planting, application of mulch or fertilizer, or other such services not specifically identified in the previous sections.

3.0 EXECUTION

3.1 PERFORMANCE OF WORK

The Contractor shall initiate work after purchasing issues the purchase order and not before.

The specified grounds maintenance shall be performed on or around the 1st and 15th of each month unless otherwise mutually agreed upon by the parties.

The specified grounds maintenance shall be applicable for the period April 1st through the last day of October.

Contractor shall coordinate with the City in order to schedule the season's initial start date and end date. The City reserves the right to postpone the start and/or terminate the ending date based on growth and/or budget constraints.

The City may at its option elect to have specified grounds maintenance performed one time during the months of November, December, January, February, and March. The growing season will be the determining factor.

During the high growth months (June – September), the City will allow one (1) additional cutting per month provided the Contractor and the City are in agreement that the growth of the vegetation is sufficient to merit the additional cutting.

All contractors shall submit pictures and have their equipment available for inspection by City employees to ensure the selected contractors have sufficient equipment to execute the requirements of the contract.

Once the scheduled work has been initiated, the Contractor shall not pull off and go work on other projects. Work shall be continuous during normal working hours.

ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

The Contractor may store his equipment on-site during the period he is actively working. The Contractor shall be responsible for the security of his equipment and materials. The City assumes no risk for loss of equipment and materials nor damage to any equipment.

3.3 TERMINATION OF CONTRACT

In the event that the Contractor cannot or will not perform the services covered in these Specifications, the City may terminate the contract upon 30 days written notice and award the remainder of the contract to the next low acceptable Bidder. *If it is necessary for the City award the remainder of the contract to the next low acceptable Bidder, the terminated Contractor shall pay the City the difference in his price and that of the next low acceptable Bidder.*

3.4 PAYMENT

Payment shall be in accordance with the City's normal policies and procedures.

The Contractor shall submit to the City-Wide Services, 900 East 11th Street, Chattanooga, TN 37403, an invoice for completed work after an inspection of work has been performed and any deficiencies corrected.

INSPECTION PROCEDURES

1. The City Wide Services Dispatch phone number shown here is the only acceptable number to contact to request an inspection, 423-643-6863 or an e-mail can be sent kdwhite@chattanooga.gov.
2. Contractors must call or e-mail in the serviced location on the date of service.
3. When contractors call or e-mail to verify a completed service location, they must leave a brief detailed message about the completed service location as well as the date and time completed. The description of the service location must match the location on bid sheet by name.
4. Upon inspection, the inspector will verify the location has been cut the same or previous day and document as complete. If the inspector encounters a problem or questions with the service location they will take digital photographs and forward the information to Andre' Davis who will inspect the problem location and determine a resolution.
5. Inspectors will not inspect locations if the contractor has not called or e-mailed in on the service date. Inspectors will document that contractors did not call or e-mail in on the service date and in turn will not visit and verify the service location. If the inspector is unable to identify each location, then the contract amount will not be paid.
6. Invoices should not be mailed to the City for payment until all locations on the invoice have been mowed.
7. If contractors have questions regarding the mowing contract they should contact Andre' Davis at 423-643-6831.

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.



(Signature of Contractor)

OPERATIONS MANAGER - SIREX SERVICES, LLC

(Title and Name of Construction Company)

5/2/19

(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

GEORGE PACKLIST

(BUSINESS NAME)

SEKES SERVICES

(DATE)

5/2/19

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy
Notice Receipt
City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

GEORGE PANKSIT

(Vendor Agent name), states that,

(1) He/She is the owner, partner, officer, representative, or agent of SERVO SOLUTIONS

(Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305474 and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

GEORGE PANKSIT

GEORGE PANKSIT

Title: OPERATIONS MANAGER

Date: 5/2/17

ADDENDUM NO: 1

REQ NO: 183980

FINAL SUBMITTAL: May 2, 2019 at 2:00 PM EST

FINAL QUESTIONS: N/A

Department: City Wide Services, Public Works

Information to Bid# 305474:

Per the Pre-Bid on April 25, 2019, the mileage for each line was obtained. Below is the mileage that was discussed during the pre-bid.

Line 1 – Hickory Valley Road 5.91 miles

Line 2 – Hixson Pike 3.445 miles

Line 3 – Shallowford Road 9.2 miles

Line 4 – Wauhatchie Pike 2.88 miles

Req No: 183980 Grounds Maintenance for City Right-of-Ways

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name: _George Parrish

Company: Sikes Services LLC, dba CityGreen Services

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**



City of Chattanooga

Mayor Andy Berke

June 12, 2019

Ms. Donna Williams, Administrator
Economic and Community Development
101 East 11th Street
Chattanooga, TN 37402

Subject: Req. 185006 BID 305560 Public Art Collection Assessment and Conservation Plan

Dear Ms. Williams:

Council approval is recommended to issue a contract for a Public Art Collection Assessment and Conservation Plan to Eva Sander-Conwell, Conservator, in the amount of \$30,200.00. The contract term will be from the second half of June, 2019, through December 31, 2019.

The invitation to bid was sent to thirty (30) vendors as well as formally advertised. Two (2) responses were received as shown below. Bids are retained on file and available for review in the Purchasing Office upon request.

<u>Bidders</u>	<u>Bid Amount</u>
Eva Sanders-Conwell Conservator	\$30,200
Terra Mare Conservation	\$37,961

I recommend awarding this contract to Eva Sander-Conwell, Conservator, 1112 Crown Point Road West, Signal Mountain, TN 37377. Eva Sander-Conwell, Conservator offered the lowest bid which meets specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/dk
Attachment

BID TABULATION SHEET

BID #305560

BID TITLE: PUBLIC ART COLLECTION ASSESSMENT AND CONSERVATION PLAN

BID OPENING DATE: 06/11/19

LINE ITEMS

Supplier Name	Aluminum Sculpture	Bronze Sculpture	Concrete Sculpture	Copper Sculpture	Ceramic Sculpture	Locust Wood Sculpture	Masonry Sculpture	Mixed Media Sculpture	Murals	Steel Sculpture	per additional artwork	Inventor y and data	Urgent repairs list	To be decommissioned	Presentatio n to Commission	Sum of lines	BID TOTAL STATED ON BID FORM
Conwell Conservation	600	2300	400	600	1400	200	2200	4500	4000	10900	300	1000	200	100	300	29000	30200
Terra Mare Conservation	735	2205	245	490	1715	245	2695	3430	1470	9800	245	4080	3400	2720	4731	38206	37961

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 11-JUN-19 at 2:00 PM

BID NUMBER: 305560

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file

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M City of Chattanooga
A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Bid No 305560. Requisition No, 185006 Ordering Dept.: Public Art Buyer: Deidre Keylon. Email: dmkeylon@chattanooga.gov Telephone: 423-643-7231. Fax: 423-643-7244 Items Being Purchased: Public Art Collection Assessment and Conservation Plan ATTACHMENTS: Specifications Iran Divestment Act Form Affirmative Action Plan No Contact/No Advocacy Affidavit for Quotes Supplier Information Form Applicable Terms and Conditions at web address referenced below: http://chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf If unable to download, call or email buyer for a copy ***Deadline For Questions Is June 4, 2019, at 2:00 pm, est*** Questions should be emailed to dmkeylon@chattanooga.gov *** SEALED BIDS MUST BE RECEIVED NO LATER THAN *** *** 02:00 PM EST on JUNE 11, 2019 *** SEALED BIDS: All Bids must be delivered to the Purchasing Office in a sealed envelope on or before the time and date specified above. DO NOT email or fax Any Resulting Contract To Supply a Public Art Collection Assessment and Conservation Plan Is Expected To Be For A Term Of Approximately Seven (7) Months NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledge SUBMIT SEALED BIDS IN DUPLICATE WITH AN ADDITIONAL COPY ON A FLASH DRIVE INDICATING BID NUMBER (305560) ON PACKAGING LABEL The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. Vendor Contact Information: Vendor Name <u>Eva Sander-Conwell, Object Conservator</u> Contact Person <u>Eva Sander-Conwell</u> Tel <u>423 886 6054</u> Email <u>sanderconwell@gmail.com</u> Street Address or PO Box <u>1112 Crown Point Rd W</u> City, State, Zip <u>Signal Mountain, TN 37377</u>					

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 11-JUN-19 at 2:00 PM

BID NUMBER: 305560

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Public Art Collection Assessment and Conservation Plan	1	Job	<u>use form</u>	\$26,200.00 + Lift Rentals \$4000

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address

TERMS OF PAYMENT: PIA 25%, Net 30 after completion.

TELEPHONE NUMBER: (423) 886 6054

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: Eva Sander-Conwell, Objects Conservator

SIGNATURE: *E. Sander-Conwell*

NAME AND TITLE: Eva Sander-Conwell, Owner

Bid Pricing Form

Price for complete assessment and recommendations for the following artworks
(see inventory for specific artwork details):

3 Aluminum Sculptures: Total for quantity shown this line \$ 600.00
9 Bronze Sculptures: Total for quantity shown this line \$ 2,300.00
1 Concrete Sculpture: Total for quantity shown this line \$ 400.00
2 Copper Sculptures: Total for quantity shown this line \$ 600.00
7 Ceramic Sculptures: Total for quantity shown this line \$ 1,400.00
1 Locust Wood Sculpture: Total for quantity shown this line \$ 200.00
11 Masonry Sculptures: Total for quantity shown this line \$ 2,200.00
14 Mixed Media Sculptures: Total for quantity shown this line \$ 4,500.00
6 Murals: Total for quantity shown this line \$ 2,000.00 + lift rentals \$2,000.00
40 Steel Sculptures: Total for quantity shown this line \$ \$8,900.00 + lift rentals \$2000

Price per artwork for up to an additional 5 artworks expected by project completion: Total
for quantity shown this line \$ 300.00 (\$1,500 total) per artwork

Price for the Following Deliverables:

Updated inventory & collection data: Total for quantity shown this line \$ 1,000.00
Prioritized list of urgent repairs: Total for quantity shown this line \$ 200.00
List of art works to be decommissioned: Total for quantity shown this line \$ 100.00
Presentation to Public Art Commission: Total for quantity shown this line \$ 300.00

Bid Total: \$ Assessment and Deliverables \$26,200.00, Equipment Rental \$4000,00

CITY OF CHATTANOOGA GUARANTEES NO MINIMUM PURCHASE

Inventory: City of Chattanooga Outdoor Permanent Public Art Collection

Title	First Name	Last Name	Medium	Date Purchased/Installed	Site
1. <i>True Sound of Change</i>	Rondell	Crier	aluminum	2013	West Main and Market Streets @ Blue Orleans
2. <i>Black and White</i>	Samuel	Burns	aluminum aluminum (painted),	2010	Miller Park
3. <i>Scatter</i>	Bruce	White	concrete	2015	Fire Station #1 @ Main Street
4. <i>Casey Standing</i>	Alan	LeQuire	bronze	2013	West Main and Williams Streets
5. <i>Cherokee</i>	Jud	Hartmann	bronze	1992	TN Aquarium Plaza
6. <i>Policeman's Memorial</i>	Cessna	Decosimo	bronze	2003	Market Street/Courts Bldg
7. <i>High Four</i>	Louise	Peterson	bronze	2008	First Street Sculpture Garden
8. <i>Spring</i>	Daud	Akhriev	bronze	2009	Market St Bridge/southend
9. <i>Summer</i>	Daud	Akhriev	bronze	2009	Market St Bridge/southend
10. <i>Fall</i>	Daud	Akhriev	bronze	2011	Market and First Streets
11. <i>Winter</i>	Daud	Akhriev	bronze	2011	Market and First Streets
12. <i>Art Cuts</i>	Elizabeth Rogers	Decosimo	Bronze, 3 resin casting, bonded bronze concrete (fiber reinforced), oxide	2007	Mckamey Animal Shelter
13. <i>Chattanooga Music Man</i>	James	Simon	pigment	2012	Woodland & Frazier Aves
14. <i>Party Dress</i>	John	Petrey	copper	2009	Main Street
15. <i>Rhino Pull Toy</i>	John	Petrey	copper, cast resin, patina	2011	Chattanooga Theater Center
16. <i>Strength of Life</i>	Gary	Allen	glazed ceramic	2005	The Passage Ross's Landing
17. <i>Warrior Birds</i>	Gary	Allen	glazed ceramic	2005	The Passage Ross's Landing
<i>The Four Journey</i>					
18. <i>Directions</i>	Ken	Foster	glazed ceramic	2005	The Passage Ross's Landing
19. <i>Coiled Serpent</i>	Bill	Glass	glazed ceramic	2005	The Passage Ross's Landing
20. <i>The Sun Circle</i>	Bill	Glass	glazed ceramic	2005	The Passage Ross's Landing
21. <i>Connections</i>	Knokovtee	Scott	glazed ceramic	2005	The Passage Ross's Landing
22. <i>Weeping Eye Mask</i>	Knokovtee	Scott	glazed ceramic	2005	The Passage Ross's Landing
<i>From Whence Cometh</i>					
23. <i>My Help?</i>	Charlie	Brouwer	locust wood	2013	East Main Street @ Main Street Meats
24. <i>The Boat</i>	Jim Catherine	Collins	masonry	1993	Broad St Sidewalk @ Big River Grille
25. <i>The Couch</i>	Neuhardt	Minor	masonry	1993	Broad and Second St
26. <i>The Watermill</i>	Terry	West	masonry	1993	Market St Bridge/TN Aquarium Market St sidewalk @ Rhythm and Brews
27. <i>Cat Fish Fantasy</i>	Jane	Yelliott	masonry	1994	
<i>Opportunity for a</i>					
28. <i>Conversation</i>	Lawrence	Mathis	masonry	1995	MLK Blvd & Market St
29. <i>Paddlewheel Boat</i>	Jim	Collins	masonry	1996	Market St sidewalk @ Barber College
30. <i>Antique Truck</i>	Allen	Hampton	masonry	1997	Market and 14th Street
31. <i>Railroad Boarding House</i>	Lisa	Turner	masonry	1998	Cowart & Market St
32. <i>Mascot gateway</i>	Jim	Collins	masonry	2000	Howard Highschool
33. <i>The Piano</i>	Lori	Kelly	masonry	2000	Frazier Ave & Mr. Zip Fort Negley, Piney Woods & Rustville Gateway
34. <i>Neighborhood Gateway</i>	Lisa	Turner	masonry	2001	
		SITE with Stan Townsend +			
35. <i>Ross's Landing Park and Plaza</i>	Jonathan &	Jack Mackie	mixed media	1992	Ross's Landing Park and Plaza
36. <i>Heavy Metal</i>	Jim Collins	McNair	mixed media	2000	Coolidge Park

<i>Contemporary Budding</i>						
37	<i>Pipelines</i>	Charles	Yost	mixed media	2010	RiverWalk
38	<i>Celestial Clockwork</i>	Rey	Alfonso	mixed media: aluminum, steel, enamel	2009	Main Street
39	<i>Ascending Path</i>	Aaron & Brad Bourgoyne	Hussey	mixed media: cast resin, bronze, corten steel	2007	Renaissance Park
40	<i>Anchored in Angst</i>	Ray	Padron	mixed media: concrete and steel	2010	Broad Street at Lupis Pizza
41	<i>Walnut</i>	Rondell	Crier	mixed media: concrete, aluminum	2015	Renaissance Park
42	<i>Storyteller Grouping</i>	Catherine	Woods	mixed media: fabricated polychromed metal, concrete	2013	Glass Street @ Wheeler Ave.
43	<i>Poise</i>	Angela	Conner	mixed media: marble dust and cast resin	2005	First Street Sculpture Garden
44	<i>Glass Houses</i>	Nicky	Falkenhayn	mixed media: mild blackened steel, trex, recycled glass	2014	Glass Street @ N. Chamberlain Ave.
45	<i>Birth of Light</i>	Thomas	Spake	mixed media: resin, steel	2006	Highland Park Community Center
46	<i>The Main Terrain</i>	Thomas	Sayre	mixed media: steel (corten), concrete, terazzo	2013	450 West Main Street
47	<i>Composite Wing Carved Glass & Stone</i>	Jon	Shearin	mixed media: wrought iron, mica, glass	2013	27 West Main Street
48	<i>Benches</i>	Weston	Lambert	mixed media: glass, stone	2013	Glass Street @ N. Chamberlain Ave.
49	<i>Spirit of Main Street We Will Not Be Satisfied</i>	Shaun	LaRose	mural	2007	Main Street on Enzo's Market
50	<i>Until... Chestnut Street Gateway</i>	Meg	Saligman	mural	2015	AT&T Building @ MLK Blvd.
51	<i>Mural</i>	Jared	Bader	mural	2016	Chestnut St. & W. 20th St.
52	<i>Be You</i>	Greta	McLain	Mural, Acrylic Painted Poly Tab on Concrete.	2018	Wilcox Tunnel (East Entrance)
53	<i>See Me Shine Embrace the Future,</i>	Greta	McLain	Mural, Acrylic Painted Poly Tab on Concrete.	2018	Wilcox Tunnel (West Entrance)
54	<i>Remember the Past</i>	Eduardo	Mendietta	mural, Spray paint & exterior paint	2017	Milliken Park @ W45th St & Central Ave.
55	<i>Fiercely (Over I)</i>	Andrew	Light	steel	2014	E. Brainerd @ Bass Rd.
56	<i>Atrack</i>	John	Davis	steel (corten)	2012	Market and Second Streets
57	<i>Landing Trailhead Marker (Bell</i>	John	Davis	steel (corten)	2012	Broad and Second Streets
58	<i>Ave.) Trailhead Marker</i>	Kyle	Van Lusk	steel (corten), stainless steel	2013	Stringer's Ridge
59	<i>(Spears Ave.)</i>	Kyle	Van Lusk	steel (corten), stainless steel	2013	Stringer's Ridge
60	<i>Trailhead Marker</i>	Kyle	Van Lusk	steel (corten), stainless steel	2013	Stringer's Ridge
61	<i>Purple Cone Flowers</i>	Christopher	Weed	steel (mild, powder coated), stainless steel	2014	Glass Street @ Awtry St.
62	<i>Plane Warp</i>	Carl	Billingsley	steel (oiled)	2013	Belvoir Neighborhood Pocket Park
63	<i>Geometry in a Box</i>	Samuel	Burns	steel (painted)	2012	Jefferson Heights Park
64	<i>Square to the Gate St Elmo (A History in</i>	Ray	Katz	steel (painted)	2007	TN Riverpark/Curtain Pole Rd
65	<i>Steel)</i>	Charles	Pilkey	steel (painted)	2014	St Elmo and Tennessee Avenues
66	<i>Bird Watcher</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #0
67	<i>Bluegrass Mandolin</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #1
68	<i>Bicycle for Two</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #2
69	<i>Wheelchair Watcher</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #3

70	<i>Yellow Bicycle</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #4
71	<i>Walking Man</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #5
72	<i>Father/Daughter</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #6
73	<i>Red Bicycle</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #7
74	<i>Family Group</i>	Jim	Collins	steel (powder coated)	2007	Riverwalk Mile #7.5
75	<i>Star Light Star Bright</i>	CJ	Rench	steel (powder coated)	2013	Hixson Pike at Bright school
76	<i>Volumes</i>	Jim	Collins	steel (stainless)	2001	Hamilton Co. Bicentennial Library
77	<i>Little Waterspider</i>	Demos	Glass	steel (stainless)	2005	The Passage Ross's Landing
78	<i>Stickball players</i> <i>Luminous Light Masts</i>	Robbie	McMurtry	steel (stainless)	2005	The Passage Ross's Landing
79	<i>(7)</i>	James	Carpenter	steel (stainless)	2005	Chattanooga River Pier
80	<i>Matriarch</i>	Isaac	Duncan III	steel (stainless)	2011	Main Street
81	<i>Youth</i>	Derek	Chalfant	steel (stainless) steel (stainless) and Dakota mahogany	2014	West Main Street @ Key Club
82	<i>Continuum</i>	Sally	Rogers	granite	2012	Bluff View Overlook
83	<i>Winds of Change</i>	Cecilia	Lueza	steel (stainless), epoxy, resin	2011	Brainerd Rd + Seminole
84	<i>Arise</i>	Andrew	Light	steel and stainless steel	2010	Hixson Pike at Access Rd
85	<i>An Scealai</i>	Mark	Connelly	steel, cast iron	2014	West Main Street @ Pilgrim's Pride
86	<i>Hub</i>	Skip	Van Houten	steel, cast iron, stone, bronze	2006	Heritage Park
87	<i>New Again</i>	Joey	Manson	steel, concrete, paint	2014	West Main Street @ CBR Auto Care
88	<i>Colored Building Blocks</i>	Christopher	Weed	steel, epoxy, urethane	2014	Glass Street @ N. Chamberlain Ave.
89	<i>Window and Tower</i>	Jan	Chenoweth	steel, fiber reinforced cement, pigment	2013	Tennessee Riverwalk
90	<i>Fool's Buoy</i>	Roger	Halligan	steel, fiber reinforced cement, pigment	2013	Tennessee Riverwalk
91	<i>Fortitude</i>	Mark	Krucke	steel, oil-based paint, rust	2013	63 East Main Street @ Green Spaces
92	<i>Resurgence 1</i>	Albert	Paley	steel, paint	2018	Blue Goose Hollow, TN Riverpark
93	<i>Resurgence 2</i>	Albert	Paley	steel, paint	2018	Blue Goose Hollow, TN Riverpark
94	<i>Out of Nature</i>	Hanna	Jubran	steel, paint	2014	West Main Street @ Cowart St.

Eva Sander-Conwell
Objects Conservator
1112 Crown Point Road West
Signal Mountain TN 37377
Tel. (423) 886-6054 sanderconwell@gmail.com

6/9/19

City of Chattanooga

R185006
Bid # 305560

Additional Information

Hourly Rate: \$100

Timeline: The work could commence in September 2019 and would be completed by the deadline, December 31, 2019.

References:

1) Nandini Makrandi
Chief Curator | Hunter Museum of American Art
10 Bluff View
Chattanooga, TN 37403
Tel 423.752.2052 | fax 423.267.9844

Since 2005 numerous assessments and conservation of sculpture, indoors and outdoors, communications with artists and other consulting services .

2) Jim Dunn,
NHP Project Manager
UCOR
Office: 865-241-3737
Cell: 865-804-2944
E-mail: jim.dunn@ettp.doe.gov
Ongoing conservation project of 300+ historic artifacts and machinery for the new K-25 History Center in Oak Ridge, TN

3) Eric King
Chief Preparator
Booth Museum of Western Art
501 Museum Drive
Cartersville, GA 30120
770-387-1300
Erick@boothmuseum.org

Conservation of numerous small and large bronze sculptures, as well as large outdoor sculpture in preparation for the opening of the museum in 2002/3. Annual maintenance of outdoor sculptures as well as repairs on smaller objects since then.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to § 12-12-106.

(SIGNED)

E. Sander-Conwell

(PRINTED NAME)

Eva Sander-Conwell

(BUSINESS NAME)

Eva Sander-Conwell, Objects Conservator

(DATE)

6/9/19

For more information, please contact the State of Tennessee Central Procurement Office,

<https://www.tn.gov/general-services/procurement/central-procurement-office--cpo-/library/public-information-library.html>

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

E. Sander-Conwell

(Signature of Contractor)

Owner, Eva Sander-Conwell, Objects Conservator

(Title and Name of Company)

6/9/19

(Date)

No Contact/No Advocacy Affidavit
City of Chattanooga, Purchasing Division

State of Tennessee
County of Hamilton

Eva Sander-Conwell (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

Eva Sander-Conwell, Object Conservator (business name), the Submitter of the attached sealed solicitation response to Solicitation # 305560;

(2) Eva Sander-Conwell (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature: E. Sander-Conwell Printed Name: Eva Sander-Conwell

Title: Owner, Conwell Conservation Services

Subscribed and sworn to before me this 10th day of June, 2019.

Notary Public: [Signature]

My commission expires: 9-17-2022



My Commission Expires Sept. 17 2022



City of Chattanooga Supplier Information Form

Business Name: Eva Sander-Conwell, Object Conservator

PO Address: 1112 Crown Point Rd W, Signal Mountain, TN 37377

Remittance Address: 1112 Crown Point Rd W, Signal Mountain, TN 37377

If your business Tax Filing Status is Individual/Sole Proprietor or a Partnership and you provide a service to the City of Chattanooga, you will be issued a 1099 Form for the preceding Tax year. Please indicate which address you wish your document sent to if applicable:

1099 Address: 1112 Crown Point Rd W, Signal Mountain TN 37377

Contact Name: Eva Sander-Conwell

Primary Phone Number: (423) 886 6054

Primary Fax Number: (423) 886 6054, email: sanderconwell@gmail.com

Primary Email: _____

Are you Providing: (Check All That Apply)

- Service Construction
- Goods
- Both

Vendor Type (Must be Marked-Check All That Apply)

- MBE-Minority Business Enterprise
- WBE-Woman Business Enterprise
- SDVBE-Service Disabled Vet Business Enterprise
- LGBTE-LGBT Business Enterprise
- None of the Above

Preferred Payment Method

- Check
- ACH

ACH-Please provide remittance notice email and complete Separate City ACH Authorization Form:

E. Sander-Conwell
Authorized Representative Signature

Eva Sander-Conwell
Print Name

6/9/19
Date

ADDENDUM NO. 1

REQUISITION NUMBER: 185006 BID NUMBER: 305560

SEALED BID TITLE: Public Art Collection Assessment and Conservation Plan

DEPARTMENT: Public Art

SEALED BID PUBLIC OPENING DATE/TIME: JUNE 11, 2019, 2:00 p.m., e.s.t.

DEADLINE FOR QUESTIONS: JUNE 4, 2019

DATE OF ADDENDUM: JUNE 5, 2019

REASON FOR ADDENDUM: ANSWERS TO QUESTIONS

(SIGNED): E. Sander-Cornwell (DATE): 6/9/19
(COMPANY): Eva Sander-Cornwell, Objects Conservator

To acknowledge having received this information, each bidder must sign one (1) copy of this page and return it with the bid. THIS IS A REQUIRED DOCUMENT WITHOUT WHICH THE BID WILL NOT BE CONSIDERED.

Retain a copy for your file.



CITY OF CHATTANOOGA
Independent Contractor Services Standard Form Agreement

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (hereafter "Agreement") is hereby made and entered into this _____ day of _____ 2019 by and between EVA SANDER-CONWELL, CONSERVATOR with an address at 1112 Crown Point Road W, Signal Mountain, TN 37377 ("Contractor") and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at City Hall, 101 E. 11th Street, Chattanooga, TN 37402 ("City"), each individually referred to herein as a "Party" and collectively as the "Parties". This Agreement shall be effective as of the date signed by the City's authorized signatory ("Effective Date").

This Agreement is prepared by the City of Chattanooga and sets forth the terms by which the stated Contractor shall perform the services identified in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

1. **Term.** The term of this Agreement shall begin on the Effective Date and end no later than December 31, 2019.
2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor is not an employee of the City. The Contractor's relationship to the City shall be that of independent contractor. The Contractor shall not represent or hold itself out to be an employee of City. The Contractor is not eligible to receive any health, medical, wellness or fringe benefits from the City.
3. **Scope of Services.**
 - a. The services ("Services") provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
 - b. Contractor warrants that the Services will be performed in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If City determines that any of the Services are not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the Services provided and resolve matters of concern; (b) require Contractor to repeat any substandard Services at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section 13 below; or (d) pursue any and all other remedies at law or in equity.

4. **Compensation Terms.**

- a. As full compensation for the Services rendered pursuant to this Agreement, the City agrees to pay Contractor a total sum of Thirty Thousand Two Hundred Dollars and 00/100 (\$30,200.00) as set forth in **Exhibit B** which is attached hereto and incorporated herein by reference.
- b. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor.
- c. Contractor shall invoice the City for Services performed. In no event will payment be made prior to receipt of an original invoice. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. The City is not liable for delays in payment caused by failure of the Contractor to send invoices to the address referenced herein.

5. **Supervision of the Work.**

- a. Contractor shall supervise and direct the Services described on **Exhibit A**, using Contractor's best skill and attention as approved by the City. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Services provided hereunder. City will deal only through Contractor, who shall be responsible for the proper execution of the Services.
- b. Any subcontractor relationships or assignment not identified herein or in **Exhibit A** as part of this Agreement, must first be approved by City.
- c. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Services. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and City.
- d. Contractor shall assign only competent personnel to perform any portion of the Services. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Services, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment

hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

- e. Contractor shall be responsible to City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor.
- f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Services performed by Subcontractor.

6. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not begin work under this Agreement until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following

policies:

- a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by Contractor under this Agreement.

7. **Indemnification.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the Services purchased provided under this Agreement, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. **Intellectual Property Rights in Work Product.** Contractor agrees that all work product it produces within the scope of this Agreement shall be considered "works made for hire" under the federal copyright laws. Contractor hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to City. During the course of this Agreement, Contractor may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit Contractor's use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. Contractor hereby acknowledges and agrees that any proprietary property of City provided by City to Contractor in conjunction with the Services to be performed under this Agreement shall remain the property of City.

9. **Confidentiality.** Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to receive Services from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No

commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

10. **Performance by Contractor.**

- a. **Conduct on City's Premises** -- The Services shall be performed with the City's full cooperation, on the premises of City or remotely. Contractor agrees, while working on City's premises, to observe City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of City's property, including proprietary or confidential information. Contractor agrees that when it is working on City's premises, its personnel shall observe City's administrative and ethics codes relating to the security, access or use of all or part of City's premises and any of City's property, including proprietary or confidential information.
- b. **Inquiries by City** – Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from City.
- c. **Coordination of Services** – Contractor shall schedule work hours as needed to coordinate Services with City staff and external parties.

11. **Records and Retention Audit.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Services, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Services. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Services, or for any longer period of time as may be required by applicable law, good professional practice, and

upon notice during the pendency of any claims or litigation arising from the Services.

- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **Termination for Convenience.** City reserves the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will not be paid for any

work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

13. **Termination for Cause.** City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, performance of Services which do not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **Dispute Resolution.** Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both Parties.
- b. The Parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the Parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a Party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. **Delay in Performance.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to

resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of the Services and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **Notice.** Any notice required or permitted to be given to any Party to this Agreement shall be given in writing and shall be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

If to Contractor:

Conwell Conservation Services
Attn: Eva Sander-Conwell
1112 Crown Point Road W
Signal Mountain, TN 37377
(423) 886-6054
sanderconwell@gmail.com

If to City:

City of Chattanooga
Attn: Public Art Director
101 E. 11th Street, 3rd Floor
Chattanooga, TN 37402
(423) 643-7830
kkirnie@chattanooga.gov

With Copy to:

City of Chattanooga
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
(423) 643-8250

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other Party.

17. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.

18. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 19 shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga.

20. **Entire Agreement.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, are hereby incorporated into and shall become a part of this Agreement.

21. **Successors and Assigns.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **Assignment.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent contractors, associates, and subcontractors so employed.

23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. **Amendment**. This Agreement may only be amended or modified in writing signed by the Parties hereto.

26. **Non-Disclosure**. Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

27. **Non-Discrimination**. Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

28. **Drug Free Workforce**. Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

29. **Federal or State Funding**. In the event that the project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

30. **Compliance with Laws**. The City has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the Services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

[SIGNATURE PAGE TO FOLLOW]

City of Chattanooga Independent Contractor Services Standard Form Agreement

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

Attest:	CITY OF CHATTANOOGA, TENNESSEE
	By:
	Printed Name:
	Title:
	Date:

Attest:	CONTRACTOR
	By:
	Printed Name:
	Title:
	Date:

Verification Statements (Requesting Department and by Assigned Attorney)

Requesting Department verifies no changes have been made to this Standard Form Agreement without prior review & approval by the Office of the City Attorney	
An Attorney for the City has reviewed this Agreement and approves it as to form and legality.	

Exhibit A

Scope of Services

- Examine each of the 94 pieces of permanent outdoor art (primarily sculpture) in the City's collection and assess its current condition. (See inventory of artworks and their locations.)
- Develop a list of recommendations for any necessary repairs, including an assessment of the materials required and whether the art work should be sent to an outside conservator lab or if the repairs can be made on site by another consultant or trained City staff at a future date.
- Estimate the costs associated with the repair of each artwork (services and materials).
- Estimate artwork lifespan and make a recommendation of routine care and preventative maintenance for each piece.
- Identify the preferred location or conditions for siting the artwork (e.g., out of direct sunlight, etc.).
- Contact the artists, when needed, to confirm structural materials of the art work. (Public Art Chattanooga will provide contact information for each artist when possible as well as access to maintenance records on file.)
- Make recommendations on which repairs should be prioritized.
- Establish a list of art works that need to be decommissioned or that cannot be repaired.
- Provide deliverables including:
 - An updated inventory of the City of Chattanooga's Public Art Collection including all findings regarding existing condition, maintenance and repair requirements, preferred locations for best viewing, status of artwork label and any other relevant findings.
 - Data about each piece provided in excel format to be entered into Artwork Archive, Public Art Chattanooga's database (a Public Art Chattanooga staff person or intern will assist with this).
 - Provide photographic documentation of the collection and its current condition (a Public Art Chattanooga staff person or intern will assist with this).
 - Prioritized list of urgent repairs.
 - A presentation to staff and the Public Art Commission on the findings.

Exhibit B
Payment Schedule and Deliverables

Payment	Deliverable
Payment 1: \$7,550	Upon completed assessment of 10 artworks and delivery of documentation and list of artworks assessed.
Payment 2: \$7,550	Upon 50% project completion and delivery of documentation and list of artworks assessed.
Payment 3: \$15,100	Deliverable 3: Upon 100% Project Completion (no later than Dec. 31, 2019)
Total: \$30,200.00	



City of Chattanooga

Mayor Andy Berke

June 13, 2019

Ms. Donna Williams, Administrator
Economic and Community Development
101 East 11th Street
Chattanooga, TN 37402

Subject: Req. 184869 BID 305532 Special Event Stage Trailer

Dear Ms. Williams:

Council approval is recommended to issue a purchase order for a Special Event Stage Trailer to RPM Trailer Sales in the amount of \$35,580.00.

The invitation to bid was sent to seven (7) vendors as well as formally advertised. Two (2) responses were received as shown below. Bids are retained on file and available for review in the Purchasing Office upon request.

<u>Bidders</u>	<u>Bid Amount</u>
RPM Trailer Sales	\$35,580
All Pro Trailer Superstore	\$41,579

I recommend awarding this contract to RPM Trailer Sales, 6118 Highway 53, Braselton, GA 30517. RPM Trailer Sales offered the lowest bid which meets specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/dk
Attachment

RPM Trailer Sales
6118 Highway 53
Braselton, GA 30517

BID TABULATION SHEET FOR BID NUMBER 305532 SPECIAL EVENT STAGE TRAILER

BID OPENING DATE: 05-29-19, 2:00 pm est

BID ITEM(s):	VENDORS		
	RPM Trailer Sales	All Pro Trailer Superstore	No Bid
Special Event Stage Trailer:			No Bid
Aluminum/Aluminum	\$35,580.00	\$41,579.00	
Steel			

Special Event Stage Trailer - Requisition 184869 Bid 305532

RPM Trailer Sales
6118 Highway 53
Braselton, GA 30517

All Pro Trailer Superstore
6799 Carlisle Pike
Mechanicsburg, PA 17050

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 29-MAY-19 at 2:00 PM

BID NUMBER: 305532

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No.: 184869 / Bid No. 305532
 Ordering Dept.: Economic and Community Development
 Buyer: Deidre Keylon
 Phone No.: 423-643-7231
 Email: dmkeylon@chattanooga.gov

Items Being Purchased: Special Event Stage Trailer

ATTACHMENTS:
 Specifications
 Iran Divestment Act Form
 Affirmative Action Plan
 No Contact/No Advocacy Affidavit
 Applicable Terms and Conditions at web address referenced below:
http://chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf

 Deadline For Questions Is May 20, 2019, at 2:00 pm. Est
 Email questions to dmkeylon@chattanooga.gov

*** SEALED BID MUST BE RECEIVED NO LATER THAN 02:00 PM EST ON MAY 29, 2019 ***
 *** NO E-MAILED BIDS ACCEPTED ***

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

**** ALL ITEMS MUST BE BID WITH COMPLETE SHIPPING AND DELIVERY WITH TERMS: F O B. DESTINATION ****

NOTE: ALL BIDS MUST BE SIGNED
 All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledge
 The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion m
 The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name RPM Trailer Sales
 Address 6118 Highway 53
Braselton, GA 30517
 Phone/Toll-Free No. 706-654-2882
 Fax No. email preferred
 eMail Address brad@rpmtrailersales.com
 Contact Person's Name Brad Sellers

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

29-MAY-19 at 2:00 PM

BID NUMBER: 305532

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Special event stage trailer	1	Dollar	\$35,580.00	\$35,580.00

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address

COMPANY: RPM Trailer Sales

TERMS OF PAYMENT: Please see attached Terms & Conditions

SIGNATURE: [Signature]

TELEPHONE NUMBER: 706-654-2882

NAME AND TITLE: Owner

Stage Trailer Specifications

- 18' flat front enclosed box trailer 8.5' wide white finish
- 15' fold down stage on driver side of trailer with removable railing system and stage legs
- Spring assist door system on both stage doors
- Fold down back door that can also be a stage
- 50amp electrical system
- 50 amp breaker box - 120volt only - 60amp converter
- Power inlet - 50 amp with 25' shore cord
- 6 12v interior lights with switch
- 4 12v high output exterior stage lights with switches (2 for each stage)
- 5 interior GFCI 120v 15a electric outlets
- On board 4.0 kw RV style generator and fuel tank
- 12v deep cell battery with connection to converter
- 16' electric awning to cover side stage
- Aluminum tube walls and ceiling with one piece aluminum ceiling
- Screwless exterior finish for easy graphics
- Interior cabinets along entire front wall of trailer with counter top work space, cabinets to include insulated generator space and fuel tank
- Double axle trailer with electric brake system
- Full perimeter steel frame with skid plate protection
- Jack tongue and stabilizers on front and rear of trailer
- 7 way wire harness
- Bumper pull system
- Bar lock door latch system on all exterior doors
- Portable two step aluminum steps (2 one for 15' side stage one for back door/stage)
- 8 interior d ring strap attachment points
- Black floor finish

Bid must include complete shipping and delivery cost (FOB: Destination) to:

Outdoor Chattanooga
Coolidge Park
200 River Street
Chattanooga, TN 37405
(423) 643-6888



RPM Trailer Sales

6118 Hwy 53
 Braselton, GA 30517
 706-654-2882
 brad@rpmtrailersales.com
 https://www.rpmtrailersales.com

Created: 05/16/2019 08:45:13
 Reference Number: 1104
 Revision Number: 0
 Web Access Code:

City of Chattanooga

City of Chattanooga
 Phone: (423) 643-7231
 Email: dmkeylon@chattanooga.gov

Product: 5200# Axle Trailers
Length: 18.00
Width: 8.50
Height: 8.00
Number of Axles: 2
Axle Type: 5200# Torsion Axles
Exterior Color: White
Interior Color: TBD
Cabinet Color: TBD
Cove Color: TBD
Wheel Style: Steel Mod

City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Shipping Address;
 Outdoor Chattanooga
 Coolidge Park
 200 River Street
 Chattanooga, TN 37405

Trailer Specifications call fro aluminum wall post and roof crossmembers. This is not possible with a steel frame.
 We have quoted an all aluminum perimeter frame trailer with aluminum wall post and a servicable walk on aluminum roof with aluminum roof truss system

Model #: BTA8518TA3

\$13,837.50

Chassis

- Full Perimeter Aluminum Frame
- Triple Tube A-Frame
- Electric Brakes - All Axles
- 7-Way Trailer Plug
- Safety Chains w/ Storage Loop
- 16" O/C Floor Crossmembers
- 16" O/C Roof Studs
- Spread Axle Design w/ Individual Fenderettes
- All-Tube Aluminum Construction
- Dexter Torsion Axles
- Breakaway Battery Kit
- 2 5/16" Ball Coupler
- 5000# Manual Jack
- 16" O/C Wall Studs
- Smooth Aluminum Wheel Boxes
- ST225/75R15 Nitro Filled Tires w/ Steel Wheels

Interior

- One-Piece Aluminum Subfloor Vapor Barrier
- (2) 12V LED Dome Lights w/ Switch
- 6.5' Interior Height
- 3' Interior Beavertail
- 3/4" High Performance Drymax Subfloor
- (1) 12V Power Roof Vent w/ Switch
- (4) 5000# Recessed D-Rings

Exterior

- .030 Aluminum Skin
- One Piece Aluminum Roof
- 4" Upper and 6" Lower Rub Rail
- LED Premium Clearance Lights
- 24" ATP Stoneguard
- FMVSS Premium Entrance Door Latch
- Rear Ramp Door w/ Gapless Continuous Hinge
- Rear Skid Plates
- Screwless/Rivetless Aluminum Exterior
- Arched & Trussed Walk-On Service Roof
- Clear Anodized Exterior Trim Package
- LED Slimline Tail Lights
- 36" 405 Series Entrance Door
- Color Matched Front Verticals
- Aluminum Bar Locks - Rear Ramp Door

Selected Options:

1 each Add Manual Spring Assist to Side Stage Door	\$708.75
6 each Add Stage Leg to Stage Door or Rear Ramp Door - Each <i>4 On Stage and 2 On Ramp</i>	\$1,620.00
2 each Standalone Steps for Stage - Up to 48" Wide	\$1,282.50
41 feet Hand Rail for Stage or Ramp / Ft - Single Side	\$1,660.50
18 feet 18" Additional Height / Ft	\$510.30
1 each Add Front Stabilizer Jacks - Pair - 5000# Crank Down	\$168.75
1 each Add Rear Stabilizer Jacks - Pair - 5000# Crank Down	\$168.75
1 each Add Single Bar Lock to Side Door - Per Door	\$101.25
1 each 5.5KW Onan Generator Package (120V/240V) - Gasoline	\$8,572.50
- In Frame Fuel Tank	- Automatic Transfer Switch
- Interior Insulated Generator Compartment	- 12V Marine Grade Battery in Vented Box
- 40" x 36" 405 Series Vented Gen Door	- Remote Start, Fuel Gauge & Hour Meter
1 each Add 12V Deka Deep Cycle Battery w/ Vented Box and Disconnect Switch	\$270.00
- Battery Disconnect Included When 12V Fuse Panel is Used	
1 each In Floor Battery Compartment for (1) Battery	\$357.75
1 each Add 50 Amp Electrical Service Package	\$708.75
- Breaker Box w/ 50 Amp Main	- Motorbase Plug
- 25' Shore Cord	- 12V Fuse Panel
- 60 Amp 12V Converter / Battery Charger	- Requires 240V Panel Upgrade to Use 240V
5 each 120V 20A Recept - GFI Protected Where Required	\$405.00
4 each Add 12V 18" LED Interior Light	\$486.00
- Maximum of (6) Per Switch	
2 each Upgrade Standard LED Dome Light to 12V 18" LED Light	\$197.10
- Maximum of (6) Per Switch	
4 each Add Whelen 12V Exterior LED Scene Light - 900 Series	\$2,295.00
- Dimmer Switch Included	
33 feet Upgrade to Black Coin Floor / Ft	\$1,559.25
- Full Warranty Requires Runners	
1 each Upgrade to Black Coin Rubber Ramp	\$337.50
18 feet Add Screwless Aluminum Walls & Ceiling (Up to 18" Additional Height) / Ft	\$1,336.50
1 each Add 8' Premium Upper Aluminum Cabinet w/ Clear Anodized Trim	\$607.50
- Standard: 16.5" x 14"	
1 each Add 8' Premium Lower Aluminum Cabinet w/ Clear Anodized Trim	\$1,080.00

- Standard: 40" x 24"

4 each Add 5000# D-Ring - Recessed	\$108.00
<i>8 Total</i>	
1 each Add Awning - 15' Dometic w/ Weathershield - 12V Power Awning	\$1,734.75

- Std: Pewter Vinyl w/ White Hardware on White Trailers - Std: Pewter Vinyl w/ Black Hardware on All Other Colors

Additional Notes:

RPM will provide detailed 2D and 3D drawings for review and customer sign off.

Subtotal:	\$40,113.90
RPM Sales Discount	-\$5,648.90
Freight	\$1,115.00
Total:	\$35,580.00

RPM Trailer Sales

Order Info / Legal Statement

Terms and Conditions

The following terms and conditions govern the sale by RPM Trailer Sales as stated on the invoice that is provided on all Client / Customer orders for items purchased.

Our goal at RPM Trailer Sales is 100% Client Satisfaction. In order to make sure that our clients are completely satisfied, not only with our products but also with our service, we have outlined our policies below.

- To assure that your order is accurate, we will not begin the engineering process until we receive the following:

Phase One:

- **Approved / Signed Quotation** - RPM Trailer Sales' quotes are itemized to ensure you know exactly what you will receive for your money.
- **Purchase Agreement** - This form ensures that our Accounting and Shipping Departments are on the same page as you. This will include the total cost of the trailer including any shipping charges that may have been requested.
- **Deposit 1** - All orders require a 25% deposit prior to Engineering beginning work.

- To assure that your order is accurate, we will not begin the production process until we receive the following:

Phase Two:

- **Approved / Signed Quotation** - Our Engineering Dept. creates a full set of CAD Drawings including a 3D version unique to your job detailing its specifications.
- **Deposit 2** - 25% deposit due upon approval of CAD Drawings – Production will begin after second deposit is received.

***Note:** If you have sent a Purchase Order for this job, please note that we **do not** utilize any information contained in purchase orders. If your PO has any changes or requests they must be noted on RPM Trailer Sales forms to prevent any oversights or misunderstandings.

- For your convenience and to avoid any misunderstanding due to payment, RPM Trailer Sales will automatically bill the balance and or freight costs prior to shipping or customer pick up. Your payment is due in FULL, 10 Days prior to shipping or pick up. You may send payment in the form of a Company Check, Cashier's Check, or Wire Transfer.
- Should an order be cancelled the deposit is non-refundable.
- To ensure that RPM Trailer Sales produces each job to the desired specifications, any change orders require written authorization from you the client.
- RPM Trailer Sales does not automatically include freight in our quotation. Upon request, we will be happy to provide you with a preliminary shipping estimate. Please note that the estimate is based on historical information and is not necessarily an accurate representation. The actual freight charges cannot be determined until the trailer is ready to ship.

RPM Trailer Sales

Title & Risk of Loss

RPM Trailer Sales retains title and risk of loss until delivery of the Product to Client from the factory or Customer's location as evidenced by signature collected by transport company. The signature collected by the transport company at the Client / Customer address will be deemed sufficient proof of delivery. If Client / Customer chooses a factory pick up evidenced by signature collected by Manufacturer will be deemed sufficient proof of receipt.

Warranty

inTech Trailers 5/3 Transferable Warranty

inTech Trailers warrants the trailers structural portion of the frame for a period of 5 years from the date of purchase. The structural portion of the warranty includes the main aluminum frame and all the aluminum cross members welded to it, including the framing in the walls and roof. For a period of three years from the date of purchase the trailer manufactured by inTech Trailers shall be free from manufacturing defects in materials and workmanship supplied and attributable to inTech Trailers. Other components such as, but not limited to, tires, wheels, axles, awnings, winches, couplers, generators, hydraulic pumps, jacks, air conditioners, doors, windows, etc. are covered by OEM warranties and thus must be filed with the OEM.

The inTech warranty is transferable to any sequential owners for the remainder of the warranty period. When ownership is transferred, a new warranty registration card must be filed with inTech Trailers within 15 days of purchase. The terms and conditions of the inTech Trailers portion of the warranty are applicable for all future owners of the product.

The inTech Trailers warranty is valid only if the trailer is returned to inTech Trailers for repairs or a repair facility authorized by inTech Trailers. Reasonable notification must be given for all repairs. When an authorized repair facility is used, a written estimate must be provided to inTech Trailers for approval, prior to any work being performed. This warranty does not cover freight to or from inTech Trailers or any other facility for repairs. No party or beneficiary party of the product shall be entitled to recover from the warrantor any consequential or incidental damages resulting from any defect in the product. These damages include loss of use of the trailer, loss of revenues or any other commercial losses, subsequent use of rental equipment, loss of time and inconvenience. This warranty is void if the product has been modified, abused, overloaded, inappropriately loaded, neglected or misused in any way. inTech Trailers reserves the exclusive right to determine whether or not the consumer has misused the product. The purchaser must notify inTech Trailers of any defect within (10) ten days after it is discovered. The purchaser warranty form must be completed and returned to inTech Trailers within (30) thirty days of purchase.

The 3M VHB tape used for bonding the seams on the screwless exterior has a limited temperature rating. In extreme situations, if units exceed this temperature, this may cause problems with the screwless exterior. If problems should arise with the screwless exterior, inTech Trailers reserves the right to make repairs by applying rivets or screws in the walls as a part of our warranty procedure.

**RPM Trailer Sales is dedicated to bringing you the latest technology in high quality Custom Trailers.
We go through great lengths to ensure 100% customer satisfaction every purchase.**

Our Pledge..... RPM Trailer Sales pledges to you our dedication to the highest quality of product and customer service, delivered with a sense of warmth, friendliness, individual pride, and company commitment!

Our Commitment to Service..... RPM Trailer Sales top quality product and customer service is well known. RPM is the pre-eminent customer service provider in the trailer industry. We believe we work in partnership with our customers to serve our customers. We believe the premise that a good product, sold at a fair price, with excellent customer service is our job and our pleasure. Exceeding your expectations is our #1 goal. Our staff is some of the highest-skilled, hardest-working employees in the business. RPM Trailer Sales works hard to earn the loyalty of our customers by providing them outstanding customer service every day. We continue to make strong progress in delivering on our promise to be the best provider of top quality trailers and the best customer service.

By entering into this agreement with RPM Trailer Sales you are acknowledging that RPM Trailer Sales will produce the Custom Trailer to the specifications on the signed Order Form and signed CAD Drawings. The information on the signed Order Form and signed CAD Drawings is what will be utilized for the fabrication of the custom trailer and will supersede any prior written or verbal acknowledgements.

Client Signature _____ Date _____

Approval/Reference No: _____

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

J Brad Sellers

(BUSINESS NAME)

RPM Trailer Sales

(DATE)

05/20/2019

For more information, please contact the State of Tennessee, Central Procurement Office
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

Affirmative Action Plan

RPM Trailer Sales

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group

members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.



(Signature of Contractor)

J Brad Sellers, Owner RPM Trailer Sales

(Title and Name of Construction Company)

05/20/2019

(Date)

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of Georgia

County of Jackson

J Brad Sellers (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of RPM Trailer Sales (business name), the Submitter of the attached sealed solicitation response to Solicitation # 305532;

(2) Samantha Holcomb (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:



Printed Name:

J Brad Sellers

Title: Owner, RPM Trailer Sales

Subscribed and sworn to before me this 20 day of May, 2019.

Notary Public:



My commission expires: June 14, 2021



ADDENDUM NO. 1

REQ NUMBER: R184869 SEALED BID NUMBER: 305532

SEALED BID TITLE: Special Event Stage Trailer

DATE OF ADDENDUM: 05/23/2019

SEALED BID DUE DATE/TIME: 05/29/2019, 2:00 p.m., e.s.t.

SPECIFICATIONS HAVE BEEN REVISED AS FOLLOWS:

Metal to be used for frame, walls, and roof may be either steel or aluminum.

Thickness of exterior sheet metal for roof and walls must be a minimum of 0.030.

Please specify the metal-type composition of the following components in your bid submission:

- a) frame: Aluminum
- b) walls: .030 Aluminum
- c) ceiling (roof): Solid One Piece Aluminum

(SIGNED):  (DATE): 05/28/2019

(COMPANY): RPM Trailer Sales

To acknowledge having received this information, **sign one (1) copy of this page and return it with your sealed bid.** This document is required for a bid to be considered.

Retain a copy for your file.