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**TUESDAY, JANUARY 16, 2018**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

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

**PLANNING**

- a. [2017-184 Fickling & Company, Inc. \(R-1 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6038 Hixson Pike, more particularly described herein, from R-1 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(District 3\) \(Alternate Version\)](#)
- b. [2017-185 Philip and Jennifer Clay \(R-1 Residential Zone to R-4 Special Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 7628 Davidson Road, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone, subject to certain conditions. \(District 4\) \(Recommended for approval by Planning and recommended for denial by Staff\)](#)
- c. [2017-180 Philip and Jennifer Clay \(R-1 Residential Zone to A-1 Urban Agricultural Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7628 Davidson Road, more particularly described herein, from R-1 Residential Zone to A-1 Urban Agricultural Zone. \(District 4\) \(Recommended for approval by Planning and Staff\)](#)
- d. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article II, Section 38-2, Definitions and Article IV, Section 38-32, General Regulations, Lot Frontage, Setback not to be Reduced Exception to add a definition for sewer availability strip and to exclude sewer availability strips from minimum lot frontage requirements.](#)

- e. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Division 10, Section 38-137, Environmental Requirements to delete and add a cross-reference to City Code Chapter 31, Article VIII, Stormwater Management.](#)

## **PUBLIC WORKS AND TRANSPORTATION**

### **Transportation**

- f. [MR-2017-156 Wilhelmenia L. Richardson \(Abandonment\). An ordinance closing and abandoning a portion of an unopened alley off the 500 block of Tunnel Boulevard, as detailed on the attached map, subject to certain conditions. \(District 9\) \(Recommended for approval by Transportation\)](#)
- g. [An ordinance to amend the Chattanooga City Code, Part II, Chapter 2, Sections 2-65 through 2-66; Chapter 32, Article I, Definitions, Section 32-16; Article III, Excavations and Restoration of Paving, Sections 32-62 through 32-68; and Article XI, Telecommunications Services; Franchises for Telecommunications Services, Sections 32-224, and 32-231 through 32-270. \(Sponsored by Vice-Chairman Smith\) \(Deferred from 1/9/18\) \(Revised\)](#)

## VI. **Ordinances – First Reading:**

### **PLANNING**

- a. [2017-158 Stephen Holmes \(R-2 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 400 block of Dogwood Lane, more particularly described herein, from R-2 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(District 1\) \(Alternate Version #2\) \(Deferred from 1/9/18\)](#)

[2017-158 Stephen Holmes \(R-2 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 400 block of Dogwood Lane, more particularly described herein, from R-2 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(Alternate Version #3\)](#)

## **PUBLIC WORKS AND TRANSPORTATION**

### **Transportation**

- b. [MR-2017-155 ECGT, LLC % Gabe Thomas \(Abandonment\). An ordinance closing and abandoning an unopened alley off the 400 block of Ziegler Street, as detailed on the attached map, subject to certain conditions. \(District 1\) \(Recommended for approval by Transportation\)](#)

VII. **Resolutions:**

**PLANNING**

- a. [Choo Choo Partners, LP-Ridgecroft Distillery, LLC \(Special Exceptions Permit\). A resolution authorizing Ridgecroft Distillery, LLC to operate an intoxicating liquors manufacturing plant and approving a Special Exceptions Permit for a distillery \(small\) at 1400 Market Street, Suite 108. \(District 8\)](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Transportation**

- b. [A resolution authorizing Lewin Homes c/o Justin White, on behalf of property owner, W. Stephen Lewin, to use temporarily the unopened right-of-way located behind 5010 Tennessee Avenue for the purpose of construction access to the rear of the property, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 7\) \(Deferred from 1/9/18\) \(Revised\)](#)
- c. [A resolution authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement, Project No. T-17-010 with LIV Development, LLC for the Passenger Street reconstruction and extension and to accept the design and engineering certification of the design of the Passenger Street reconstruction. \(District 8\)](#)

VIII. Purchases.

IX. Other Business.

- a. **City Attorney Report.**

X. Committee Reports.

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

XII. Adjournment.

**TUESDAY, JANUARY 23, 2018**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Ledford).
3. Minute Approval.
4. Special Presentation.

***Discovery Leadership Program - Community Assessment***  
**By Girls, Inc. of Chattanooga**

5. **Ordinances – Final Reading:**

**PLANNING**

- a. [2017-158 Stephen Holmes \(R-2 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 400 block of Dogwood Lane, more particularly described herein, from R-2 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(District 1\) \(Alternate Version #2\) \(Deferred from 1/9/18\)](#)

[2017-158 Stephen Holmes \(R-2 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 400 block of Dogwood Lane, more particularly described herein, from R-2 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(Alternate Version #3\)](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Transportation**

- b. [MR-2017-155 ECGT, LLC % Gabe Thomas \(Abandonment\). An ordinance closing and abandoning an unopened alley off the 400 block of Ziegler Street, as detailed on the attached map, subject to certain conditions. \(District 1\) \(Recommended for approval by Transportation\)](#)

6. **Ordinances – First Reading:**

**FINANCE**

- a. [An ordinance amending Chattanooga City Code, Chapter 2, Sections 2-321 and 2-322, relative to the General Pension Plan.](#)

7. **Resolutions:**

**HUMAN RESOURCES**

- a. [A resolution authorizing the Director of Human Resources to extend an existing agreement with LifeServices EAP, Inc. to provide Employee Assistance Program services to eligible City employees at the rate of \\$1.20 per employee per month for a two \(2\) month term until March 31, 2018.](#)

**LEGAL**

- b. [A resolution approving payment to Arthur J. Gallagher Risk Management Service, LLC for renewal of property, terrorism, difference in conditions, equipment, fleet, mobile communications, and fine arts insurance for 2018 for an annual premium amount of \\$369,088.03.](#)

**MAYOR'S OFFICE**

- c. [A resolution to confirm the Mayor's appointment of Grace Wooten to the Tree Advisory Commission.](#)
- d. [A resolution to confirm the Mayor's re-appointments of Doug Dailey, Michael Webb, Susan Dailey, Paul McGinnis, Marion Quarles, Mark Stolpmann, and John Smith to the Board of Plumbing Examiners.](#)

**PLANNING**

- e. [A resolution authorizing and directing the Clerk of the Council to advertise for public hearing on February 20, 2018, the annexation of certain property and rights-of-ways located at Old Wauhatchie Pike, Atchensons Road, Cravens Road, and Grandview Place lying contiguous to the present corporate limits of the City of Chattanooga, owned by Lookout Mountain Conservancy, has petitioned the City of Chattanooga to be annexed.](#)

**POLICE**

- f. [A resolution authorizing the Chief of the Police Department enter into a contract with Father to the Fatherless for case management and support services related to the Chattanooga Violence Reduction Initiative for a period of two \(2\) years, for an amount not to exceed \\$600,000.00.](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- g. [A resolution authorizing the approval of Change Order No. 3 \(Final\) for Mayse Construction Company, Inc. relative to Contract No. W-10-005-201, Enterprise South Industrial Park Sanitary Sewer Upgrade, Phase 2, for a decreased amount of \\$355,119.74, for a revised contract amount not to exceed \\$7,424,680.53. \(District 6\)](#)

- h. [A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with Asa Engineering & Consulting, Inc. for professional services relative to Contract No. D-17-019-101, Patten Parkway Pedestrian Plaza, for an amount not to exceed \\$292,806.38. \(Districts 7 & 8\)](#)

**YOUTH AND FAMILY DEVELOPMENT**

- i. [A resolution authorizing the Administrator for the Department of Youth and Family Development to enter into a blanket contract with Willow Tree Consulting Group for one \(1\) year with an additional two \(2\) optional one \(1\) year renewable periods, for an amount not to exceed \\$60,000.00.](#)
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 1-16-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R163347 Public Works	New Blanket Contract for Sewer Video and Sonar Inspection Services-Waste Resources Division	8	5	Amtec Surveying, Inc. 3355 Lenox Rd. Suite 750 Atlanta, GA 30326	Estimated \$600,000 Annually	Interceptor Sewer Operation	New Blanket Contract for Sewer Video and Sonar Inspection Services-Waste Resources Division. The new contract will be a period of twelve (12) months with two (2) renewal options. There were 8 direct bid solicitations and we received 5 response in the publicly advertised bid proceedings. Amtec Surveying, Inc. was the lowest bid meeting specifications.
R159279 Public Works	New Blanket Contract for Mixer Gear Reducer Repair Services-Waste Resources Division	8	3	SPX Flow US, LLC c/o Rodgers-Turner & Associates, Inc. P.O. Box 8266 Chattanooga, TN 37414	Estimated \$150,000 Annually	Interceptor Sewer Operation	New Blanket Contract for Mixer Gear Reducer Repair Services-Waste Resources Division. The new contract will be a period of twelve (12) months with two (2) renewal options. There were 8 direct bid solicitations and we received 3 response in the publicly advertised bid proceedings. SPX Flow US, LLC c/o Rodgers-Turner & Associates, Inc. was the lowest bid meeting specifications.
R164581 Public Works	Purchase of Playground Equipment and Installation-Parks Division	-	-	GameTime 150 PlayCore Drive SE Ft. Payne, AL 35967	\$33,241.66	General Fund	Purchase of Playground Equipment and Installation-Parks Division. This contract utilizes the U.S. Communities Contract Number 2017001134. TCA 6-56-304-2 allows for this single source purchase exempted from usual advertising and bidding requirements.
R162752 Fire Department	New Blanket Contract for ASSA Lock and Key Services	6	2	Rick's Lock & Key P.O. Box 21631 Chattanooga, TN 37424	Estimated \$190,050 Annually	General Fund	New Blanket Contract for for ASSA Lock and Key Services. The new contract will be a period of twelve (12) months with two (2) renewal options. There were 6 direct bid solicitations and we received 2 response in the publicly advertised bid proceedings. Rick's Lock & Key was the best bid meeting specifications.



# City of Chattanooga

Mayor Andy Berke

January 8, 2018

**Mr. Justin Holland, Administrator  
Public Works Department  
Development Resource Center  
1250 Market Street – Suite 2100  
Chattanooga, TN 37402**

**Subject: 163347/304974 – Sewer Video and Sonar Inspection Services – Waste Resources Division – Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to issue a blanket contract for Sewer Video and Sonar Inspection Services for the Waste Resources Division of the Public Works Department. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. The estimated annual expenditure for the contract is \$600,000.**

**The invitation to bid was sent to eight (8) vendors as well as formally advertised. Five (5) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.**

**Bidders**

**Amtec Surveying, Inc.  
Video Industrial Services, Inc.  
Performance Contracting Inc.**

**Hydrostructures, PA  
Sani-Tech JetVac Services LLC**

**I recommend awarding this blanket contract to Amtec Surveying, Inc., 3355 Lenox Rd., Ste 750, Atlanta, GA 30326. Amtec Surveying, Inc. offers the lowest bid which meets the specifications for the City of Chattanooga.**

**Respectfully,**

**Bonnie Woodward  
Director of Purchasing**



Bid Tabulation -

Bid # 304974

Sewer Inspection Services

Item #	Item	Amtec Surveying		Hydro Structures		Video Industrial Services		Performance Contracting		Sani-Tech JetVac Services	
		Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	CCTV Inspection - 6" to 18" On Road	0.65	1.25	1.35	1.10	1.10	1.11				
2	CCTV Inspection - 6" to 18" Off Road	0.65	1.25	1.45	1.28	1.28	1.27				
3	CCTV Inspection - 20" to 36" On Road	0.65	1.50	1.35	1.54	1.54	1.47				
4	CCTV Inspection - 20" to 36" Off Road	0.65	1.80	1.45	1.92	1.92	1.67				
5	CCTV Inspection - 40" to 54" On Road	0.75	2.00	1.35	2.70	2.70	2.25				
6	CCTV Inspection - 40" to 54" Off Road	0.75	2.50	1.45	3.09	3.09	2.75				
7	CCTV Inspection - 60" to 84" On Road	1.10	2.25	1.60	4.32	4.32	3.23				
8	CCTV Inspection - 60" to 84" Off Road	1.10	2.75	1.70	7.20	7.20	3.79				
9	CCTV Inspection - Larger than 84" On Road	1.25	2.50	1.85	10.80	10.80	4.11				
10	CCTV Inspection - Larger than 84" Off Road	1.25	3.00	1.95	21.61	21.61	6.73				
11	Sonar Inspection - 8" to 21" On Road	0.95	1.40	2.90	No Bid	No Bid	No Bid				
12	Sonar Inspection - 8" to 21" Off Road	0.95	1.40	3.10	No Bid	No Bid	No Bid				
13	Sonar Inspection - 24" to 48" On Road	1.30	1.75	3.30	No Bid	No Bid	No Bid				
14	Sonar Inspection - 24" to 48" Off Road	1.30	2.05	3.50	No Bid	No Bid	No Bid				
15	Sonar Inspection - Larger than 48" On Road	1.50	2.50	3.60	No Bid	No Bid	No Bid				
16	Sonar Inspection - Larger than 48" Off Road	1.50	3.00	3.80	No Bid	No Bid	No Bid				
17	Combined CCTV & Sonar Inspection - 21" to 36" On Road	1.45	3.50	3.10	No Bid	No Bid	No Bid				
18	Combined CCTV & Sonar Inspection - 21" to 36" Off Road	1.45	3.50	3.30	No Bid	No Bid	No Bid				
19	Combined CCTV & Sonar Inspection - 42" to 48" On Road	1.45	4.00	3.50	No Bid	No Bid	No Bid				
20	Combined CCTV & Sonar Inspection - 42" to 48" Off Road	1.45	4.00	3.50	No Bid	No Bid	No Bid				
21	Combined CCTV & Sonar Inspection - Larger than 48" On Road	1.60	5.50	3.70	No Bid	No Bid	No Bid				
22	Combined CCTV & Sonar Inspection - Larger than 48" Off Road	1.60	5.50	3.90	No Bid	No Bid	No Bid				
23	Data Delivery in specified format (including QA/QC)	0.16	0.15	0.05	550.00	550.00	No Bid				
24	CCTV Inspection - Stormwater Half Day	750	1500	2000	1292	1292	No Bid				
25	CCTV Inspection - Stormwater Full Day	1500	3000	4000	1774	1774	No Bid				

Sewer Video & Sonar Services – Requisition 163347

Amtec Surveying Inc.  
3355 Lenox Road, Suite 750  
Atlanta, GA 30326

Compliance EnviroSystems, LLC  
1401 Seaboard Drive  
Baton Rouge, LA 70810

Hydrostructures, PA  
P.O. Box 1537  
Pittsboro, NC 27312

Ace Pipe Cleaning, Inc.  
4000 Truman Road  
Kansas City, MO 64127

Sani-Tech JetVac Services, LLC  
P.O. Box 40348  
Nashville, TN 37204-0348

Strack, Inc.  
P.O. Box 856  
Fairburn, GA 30213

Universal Service Inc.  
506 Gibson Pond Road  
Chattanooga, TN 37421

Performance Contracting, Inc.  
1430 E. Weisgarber  
Knoxville, TN 37909



# City of Chattanooga

Mayor Andy Berke

January 9, 2018

Mr. Justin Holland, Administrator  
Public Works Department  
Development Resource Center  
1250 Market Street – Suite 2100  
Chattanooga, TN 37402

Subject: 159279/304911 – Mixer Gear Reducer Repair Services – Waste Resources  
Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Mixer Gear Reducer Repair Services for the Waste Resources Division of the Public Works Department. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. The estimated annual expenditure for the contract is \$150,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Three (3) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

SPX Flow US, LLC c/o Rodgers-Turner & Associates, Inc.  
Motor & Gear Engineering  
REMCO

I recommend awarding this blanket contract to SPX Flow US, LLC c/o Rodgers-Turner & Associates, Inc., P.O. Box 8266., Chattanooga, TN 37414. SPX Flow US, LLC c/o Rodgers-Turner & Associates, Inc offers the lowest bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward  
Director of Purchasing

Mixer Gear Reducer Repair Services – Requisition 159279

SPX Flow Technology  
135 Mt. Read Blvd.  
Rochester, New York 14611

Southern Sales Inc  
2929 Kraft Drive  
Nashville, TN 37204

Rodgers-Turner & Assoc Inc  
P O Box 8266  
Chattanooga, TN 37414

Heyward Services Inc  
2101 Cambridge Beltway Drive  
Suite A  
Charlotte, NC 28273

GPM Industries  
110 Gateway Dr.  
Macon, GA 31210

Centro, Inc.  
P O Box 27161  
Memphis, TN 38167-0161

Surkamp & Rowe Inc  
5655 Mellie Avenue  
Milford, OH 45150-2320

The Himic Company  
P O Box 36424  
Birmingham, AL 35236

Bid Tabulation -

RFQ # 304911

Mixer Gear Reducer Repair Reducer

Item #	Item	Rodgers-Turner & Associates Unit Price	Motor & Gear Engineering Unit Price	REMCO Unit Price
1	Lightnin Model 880	\$17,193	\$13,696	\$24,237
2	Lightnin Model 880	\$26,098	\$26,612	\$35,080
3	Lightnin Model 880	\$42,265	\$48,178	\$53,184
4	Lightnin Model 880	\$106,730	\$144,312	\$121,188
5	Lightnin Model 881	\$20,791	\$20,762	\$28,775
6	Lightnin Model 881	\$32,397	\$66,217	\$72,867
7	Lightnin Model 881	\$56,677	\$102,775	\$103,558
8	Lightnin Model 881	\$126,191	\$195,625	\$143,878
9	Lightnin Model 506	\$6,933	\$7,519	\$6,283
10	Lightnin Model 506	\$8,959	\$14,501	\$10,417
11	Lightnin Model 506	\$11,473	\$20,926	\$16,410
12	Lightnin Model 506	\$28,124	\$51,900	\$31,418
13	Lightnin Series 10 All Model 15Q	\$3,393		\$1,987
14	Lightnin Series 10 All Model 15Q	N/A		\$5,727
15	Lightnin Series 10 All Model 15Q	\$5,397		\$9,467
16	Lightnin Series 10 All Model 15Q	\$8,879	\$13,600	\$9,936
17	Miscellaneous % markup over invoice	10%	19%	10%

**CITY OF CHATTANOOGA  
AGREEMENT TO SUPPLY  
MIXER GEAR REDUCER REPAIR SERVICES**

THIS AGREEMENT TO SUPPLY MIXER GEAR REDUCER REPAIR SERVICES ("Agreement" or "Blanket Contract") is entered into between SPX FLOW US, LLC, and the City of Chattanooga ("City") (collectively "Parties"). In consideration for the mutual promises set forth herein, the Parties agree as follows:

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the Agreement is signed by the City's Authorized Signatory, which shall be a Department Administrator or the Mayor, or other signatory as approved by Council Resolution, which shall be incorporated with the applicable Purchase Order. Any work commenced without prior approval by the City shall be subject to non-payment at the discretion of the City.
2. **Term.** The Blanket Contract described herein shall be for a period of one (1) year beginning the effective date of the Agreement. The City shall have the option of extending the Contract for two (2) additional one (1) year periods.
3. **Scope of Services.** The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, and any other related expenses necessary to provide a blanket service contract for repair services for all of the City's Lightnin mixer gear reducers for the WASTE RESOURCES DIVISION at the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405, as more fully described in the Scope of Services attached as Exhibit A. A listing of all current Lightnin mixer gear reducers covered by these specifications is attached as Appendix A of Exhibit A.
4. **Standard Terms and Conditions.** All purchases of goods or services under this Agreement shall be governed by the City of Chattanooga Purchase Order Standard Terms and Conditions ("City Terms") attached hereto as an Addendum and incorporated herein by reference.. In the event of a conflict between the City Terms and any additional terms herein, the City Terms shall prevail.
5. **Statement of Work.** The Parties may agree to undertake certain projects during the term of this Agreement. All work to be performed by the Contractor shall be accompanied by a Statement of Work ("SOW") signed by both parties to the Agreement. Said SOW shall include the following:
  - (a) a description of the work to be performed by the Contractor,
  - (b) time estimates for certain project milestones and a date for overall project completion,
  - (c) a fee breakdown specific to the work to be performed for the specified project, and
  - (d) signatures of authorized City and Contractor representatives prior to the commencement of any work thereunder.

6. **Labor and Materials.** Contractor agrees to furnish all labor and materials necessary to complete any project under this Contract.
7. **Warranty.** The Contractor shall warrant and guarantee the work performed for a period of two (2) years following delivery of the goods or, if applicable, Contractor's completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.
8. **Change Request.** All changes to any project entered into under this Contract must be approved in writing by the designated City Administrator via the provided Change Request form and agreed to in writing by Contractor. Any work performed without prior approval is subject to non-payment at the discretion of the City. Contractor shall not be obligated to implement the requested change until the Change Request form is agreed by the Parties.
9. **Service Catalog.** The Contractor has agreed to provide the products and/or services set forth in its Service Schedule for the fees set forth in the service catalog attached as Appendices A and B of Exhibit A. Agreements entered into under this Blanket Contract shall be for the rates as set forth in this catalog. The parties agree that the prices in the first year of the Contract shall be firm. After which, any changes to the catalog must be in writing with thirty (30) days' advance notice before said rate changes go into effect. In no event shall said price changes apply to a previously approved scope of work or project plan.
10. **Entire Agreement.** This Agreement shall consist of the terms set forth herein, the City Terms, Contractor's Service Catalog, and any applicable Contractor Maintenance and Support Terms and Contractor Notices and Disclaimers attached hereto as Addenda. Any approved statement of work shall be governed by this Agreement.

[SIGNATURES TO FOLLOW]

The Parties to this Agreement have read and understood the terms herein. By signing below, each party affirms that he or she is an authorized signatory on behalf of the contracting entity and has the authority to enter into this legally binding agreement on its behalf. The Parties agree to be bound by the terms set forth herein.

**CITY OF CHATTANOOGA**

\_\_\_\_\_  
Department Administrator Signature

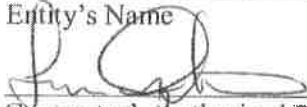
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date ("Effective Date")

**CONTRACTOR**

SPX Flow US, LLC

Entity's Name

\_\_\_\_\_  


Contractor's Authorized Representative Signature  
(CEO, President, Officer, etc.)

Tom Dziekonski / Commercial Services Manager

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

1/9/18

Contact Information for Notice and Communications:

**CITY OF CHATTANOOGA**

Department of Public Works  
Attn: Justin Holland, Administrator  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

With a copy to:

CITY OF CHATTANOOGA  
OFFICE OF THE CITY ATTORNEY  
100 EAST 11TH STREET, SUITE 200  
CHATTANOOGA, TN 37402  
(423)643-8250

**CONTRACTOR**

SPX Flow US, LLC  
13320 Ballantyne Corp Place  
Charlotte, NC 28277  
704-752-4676  
tony.manha@spxflow.com



**ADDENDUM TO AGREEMENT TO SUPPLY  
MIXER GEAR REDUCER REPAIR SERVICES  
City of Chattanooga Purchase Order Standard Terms and Conditions**

1. **ACCEPTANCE-AGREEMENT.** Contractor's commencement of work on the goods/non-professional services subject to the purchase order or shipment/performance of those goods/non-professional services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services.
  
2. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").
  
3. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/non-professional services completed and invoiced by the Contractor as set forth in the purchase order.  
  
The City's delivered payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.
  
4. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Contractor at its expense. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the right to require repair or replacement, anytime within the warranty period stated in Article 7 of the Agreement. Nothing contained in this purchase order will relieve in any way the Contractor from the obligation of testing, inspection and quality control.
  
5. **PRICE WARRANTY.** In the event Contractor reduces its price for the goods or nonprofessional services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly. Contractor warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, insurance, boxing, crating. Contractor prices do not include

sales, use, VAT, excise, occupation, processing, transportation or other similar taxes which Contractor may be required to pay or collect with respect to any of the goods or services covered hereby under existing or future law. All taxes shall be paid by the City, or City shall provide Contractor with a tax exemption certificate acceptable to the appropriate taxing authorities. The City shall also assume and pay any import or export duties and taxes, with respect to the goods covered by the purchase order, and shall hold harmless, indemnify, and reimburse Contractor therefrom.

6. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. For a period of two (2) years following delivery of the goods or if applicable, Contractor's completion of the work. Contractor warrants the goods manufactured by Contractor to be free from defects in material and workmanship, and the services performed by Contractor to be in accordance with the specifications of Contractor's proposal. If within such period any goods are defective or any services are nonconforming, such goods shall, at Contractor's option, be repaired or replaced, and such services corrected or a substitute obtained. This warranty shall not apply to (i) any loss or damage resulting from normal wear and tear or alteration, misuse, abuse or neglect, (ii) improper installation, operation or maintenance by City or a third party or (iii) any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of the goods or services. THE FOREGOING WARRANTIES STATE CONTRACTOR'S ENTIRE WARRANTY OBLIGATION (EXCEPT TITLE) AND CITY'S SOLE AND EXCLUSIVE REMEDY RELATED TO SUCH GOODS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, CONTRACTOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  
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 any defect in the goods or services purchased, or to the extent such claims result directly from any negligent or willful act or omission of Contractor, its agents, employees or subcontractors.
  
8. **INSURANCE.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims which arise because of the execution of this Agreement, with the 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) **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$750,000 for each accident.

The parties acknowledge and agree that the Contractor will not use, or cause to be used, vehicles during their course of Work; therefore the standard requirement of automobile insurance is hereby waived by the parties. The parties also acknowledge and

agree that the City's standard Professional Liability Insurance requirement is not applicable in this Agreement; therefore, it is also waived.

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) Worker's Compensation Insurance and Employer's Liability Insurance
  - 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.
  - iv. The above terms above are subject to the City accepting the vicarious liability endorsement certificate.
9. **LIMITATIONS OF RESPONSIBILITY.** Notwithstanding anything to the contrary set forth herein, in no event is Contractor or city liable, whether by way of indemnity or by reason of any breach of contract or of statutory duty or by reason of tort (including but not limited to negligence), for any loss of products, loss of profit, loss of revenue, loss of use, loss of production, loss of contracts, loss of business, or for any special or incidental costs, or for any financial or economic loss, or for anticipated profits or for incidental or consequential damages Either party's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or nonprofessional services which gives rise to the claim. City and Contractor shall not be liable for penalties of any description. Any action resulting from any breach of this Agreement by City or Contractor as to the goods or nonprofessional services delivered must be commenced within one (1) year after the cause of action has accrued.
10. **PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** Subject to the Open Records Act, Tennessee Code Annotated Section 10-7-503, et seq., each Party must consider all information furnished by City or Contractor 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 it obtains written permission from the other party to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Neither party must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information

relating to the order to be disclosed without the other Party's written permission. All intellectual property, patents, trademarks, know-how, copyrights, models, formulae, software, source codes, designs, trade secrets, and trade names furnished, supplied or applied by Contractor or invented, created or developed by Contractor (including any improvement or derivative of Contractor's products) in connection with the purchase order/Agreement shall remain the exclusive property of Contractor, or where applicable the exclusive property of a third party supplier to Contractor. Contractor hereby grants to the City a nonexclusive license and right to use software and documentation only in connection with the purchase order/Agreement and the use, operation and maintenance of the goods or services. The City further agrees not to reverse engineer, de-compile, or disassemble Contractor's goods or any software/firmware contained therein.

11. **RECORDS RETENTION AND 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) The Contractor shall maintain and protect all records relating in any manner whatsoever to the Project for no less than **seven (7) years** after the completion of the Project, 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 Project.

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

- (b) (b) 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.
- (c) 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 nonprofessional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- (d) 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.

- (e) 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 order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must promptly stop all work and promptly cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination, including labor and materials. 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. Contractor must not unreasonably anticipate the requirements of this order.
  13. **TERMINATION FOR CAUSE.** City may also cancel this order, or any part of this order, 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 offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount other than payment for all conforming work completed by Contractor prior to 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.

Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and Contractor shall use commercially reasonable efforts to meet such dates; provided, however, that Contractor shall not be liable in damages or otherwise, nor shall City be relieved of its performance hereunder, because of Contractor's failure to meet them. 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 Project 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. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the City agrees to inform the City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. **COMMUNICATIONS.** Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga  
Attn: Purchasing  
101 E. 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402  
(423) 643-7230

Any notice to the Contractor shall be made in writing to the address specified below:

SPX Flow US, LLC

13320 Ballantyne Corp Place  
Charlotte, NC 28277  
704-752-4676  
[tony.manha@spxflow.com](mailto:tony.manha@spxflow.com)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. **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 purchase order 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
19. **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 Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
20. **INTEGRATION.** 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, as set forth in the Purchase Order, 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. **NON-DISCLOSURE.** Subject to the Open Records Act, Tennessee Code Annotated Section 10-7-503, et seq., each party agree not to disclose or to permit disclosure of any information designated by the City or Contractor as confidential, except to the employees and independent contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.
26. **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.
27. **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.
28. **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.
29. **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.



**AGREEMENT TO SUPPLY  
MIXER GEAR REDUCER REPAIR SERVICES**

**EXHIBIT A  
SCOPE OF SERVICES**

**I. GENERAL**

***A. Sole Vendor***

The Contractor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga, provided that Contractor may, without consent, subcontract with its affiliates and with its usual suppliers of goods and materials unless otherwise specified in the purchase order. Contractor will not subcontract the whole of the scope.

***B. Compliance with Applicable Regulations***

All of the services provided by the Contractor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statues, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Contractor or to the services described herein.

The Contractor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

***C. Inspection***

The services furnished by the Contractor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Contractor. All inspections shall be conducted in accordance with an approved Inspection and Test Plan.

***D. Failure to Provide Services and Termination of Contract***

In the event the Contractor:

- A. Fails to initiate services on the date specified or otherwise agreed to;
- B. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- C. After having begun services, abandons them for any reason;
- D. Suspends or refuses to continue services; or
- E. Defaults in any material manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Contractor is prevented from

continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Contractor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Contractor.

## **II. DESCRIPTION OF CONTRACTED SERVICES**

### **A. General**

1. The Contractor shall provide all labor, benefits, equipment, materials and any other related expenses necessary to provide the mixer gear reducer repair services described herein for the Waste Resources Division. The Contractor shall provide the repair services on an "as needed" basis as requested by the City.
2. Contractor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.
3. All gear reducers shall receive the following services, and the cost for these services shall be included in other service prices:
  - i.* Disassemble gear reducer at repair shop, clean and inspect all parts, including but not limited to all gears, bearings, bores, and gear casing.
  - ii.* Measure all bearing bores to ensure they are within the proper specifications.
  - iii.* Prepare a report which details the level of repair recommended (Level 1, Level 2, or Level 3) and describes the gear reducer condition including root cause of failure. Photos of gearing and failed parts shall be included within the repair report and be available digitally.
4. Gear reducers will be rebuilt for all levels per procedures detailed within Lightnin Maintenance Instructions for Model 780/880, 781/881, and 506/606.
5. All levels-Replace all bearings, shims, seals, and gaskets in the gear reducer.
6. All levels -Rebuild the gear reducer with all the correct tolerances including but not limited to mounting distance, backlash, and axial floats as detailed within the Lightnin Maintenance Instructions.
7. All levels- Spin test the gear reducer checking for running noise.

8. All levels- The gear reducer shall be repainted with a primer and top coat to match the existing color and be painted in accordance with the OEM specifications.
9. All levels- The inside of the gear reducer shall be recoated with a manufactures approved sealer to prevent corrosion.
10. All levels- After rebuild and prior to shipment, the interior of the gear reducer shall be treated with a vapor phase corrosion inhibitor as detailed in Lightning General Instructions.
11. All levels- Main drive bearings shall have an L-10 life of a minimum of 100,000 hours based upon continuous operation at maximum speed and horsepower.
12. All levels- Output shaft bearings shall have an L-10 life of a minimum of 300,000 hours based upon continuous operation at maximum speed and horsepower.
13. Level 2 and 3 - When new gearing is required (Level 2 & Level 3 repairs), all gearing shall conform to AGMA Standards 6010-E88 and shall be AGMA quality 10 or better; all gears will be hobbled and ground smooth. For clarification purposes, all bevel gears will be AGMA quality 8 and match lapped in pairs to ensure low noise and long term operation.

***B. Service Levels General Specifications***

1. Repair level descriptions are as follows:
  - A. Level 1  
Disassemble, clean and inspect the reducer, replacement of all bearings, oil seals, shims and gaskets, reassemble, spin test and paint unit.
  - B. Level 2  
Incorporates all services offered in Level 1, plus replacement of the high speed helical change gears for 500 series gearboxes. High speed gears for 780/781 are spiral bevel gears.
  - C. Level 3  
Incorporates all services offered in Level 1 and Level 2, plus replacement of low speeds spiral bevel gears for 500 series gearboxes. High speed gears for 780/781 are spiral bevel gears.
  - D. Replacement of gear reducer.

Should the City decide, based on inspection report, to replace in kind the entire gear reducer, contractor shall provide the replacement unit.

2. City shall be solely responsible of any and all shipping costs associated herein.

**C. *City Supplied Services.*** The City will provide the following services:

1. A designated representative to authorize repair services.
2. Access to City facilities covered by these specifications.

### **III. EXECUTION**

#### ***A. Contract Starting Date***

The Effective Date of this Agreement shall be the date upon which the Agreement is signed by the City's Authorized Signatory, which shall be a Department Administrator or the Mayor, or other signatory as approved by Council Resolution. Any work commenced without prior approval by the City shall be subject to non-payment at the discretion of the City.

#### ***B. Payment of Services***

Payment will be made according to the City's Standard Terms and Conditions per the Addendum attached hereto. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405. Payment will be made after operational test and inspection of repaired Lightnin Mixer.

Before an order can be placed for routine transactions, City will request a Quote from Contractor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Contractor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

Contractor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

Invoice Date is critical and Invoices must be sent to the City on the Invoice Date. The Invoice Date must not precede the Ship Date or Service Date.

Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of

the Purchase Order. The Contractor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

As referenced in Section II(B)(1)(E) above, items being billed on markup line must have corresponding source Invoice, and that total and markup breakdown must be reflected on Contractor's Invoice to the City. The markup for items purchased on the percent markup line, is for markup of items only. No markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no markup.

Markup will be calculated as the following example: If the part costs Contractor \$100.00, and the markup on contract is 10%, City will reimburse Contractor \$110.00.

Contractor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

Contractor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

and copy sent to:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
[MBacctspayable@chattanooga.gov](mailto:MBacctspayable@chattanooga.gov)

**AGREEMENT TO SUPPLY  
MIXER GEAR REDUCER REPAIR SERVICES**

**EXHIBIT A  
APPENDIX A  
SERVICE CATALOG**

**LIST OF MIXER GEAR DRIVES**

**SUMMARY OF LIGHTNIN MIXER GEAR DRIVES AT MOCCASIN BEND**

The facility currently has a total of thirty-eight (38) LIGHTNIN mixer gear drives. Of these thirty-eight (38), the UNOX system agitators consist of a total of thirty-two agitators (32) contained on four (4) Trains of eight (8) agitators each, arranged as follows:

Mixer 1 – Lightnin Model 506Q10

Mixer 2 - Lightnin Model 881Q100

Mixer 3 – Lightnin Model 881Q100

Mixer 4 – Lightnin Model 880Q75

Mixer 5 – Lightnin Model 880Q75

Mixer 6 – Lightnin Model 880Q60

Mixer 7 – Lightnin Model 880Q60

Mixer 8 – Lightnin Model 880Q60

The other six (6) agitators are Lightnin Series 10 mixers located in the Centrifuge Bldg. #2 and at the Filter Press Lime Silos and include three (3) Model 15Q5 mixers and three (3) Model 15Q3 mixers.

**SERVICE CATALOG**

**EXHIBIT A  
APPENDIX B  
SERVICE CATALOG**

**REPAIR LEVEL PRICING**

<b>Section</b>	<b>Lightnin Model 880</b>	<b>Price Each</b>
II(B)(1)(A)	Level 1 Repair	\$17,193.00
II(B)(1)(B)	Level 2 Repair	\$26,098.00
II(B)(1)(C)	Level 3 Repair	\$42,265.00
II(B)(1)(D)	Replacement Reducer	\$106,730.00

<b>Section</b>	<b>Lightnin Model 881</b>	<b>Price Each</b>
II(B)(1)(A)	Level 1 Repair	\$20,791.00
II(B)(1)(B)	Level 2 Repair	\$32,397.00
II(B)(1)(C)	Level 3 Repair	\$56,677.00
II(B)(1)(D)	Replacement Reducer	\$126,191.00

<b>Section</b>	<b>Lightnin Model 506</b>	<b>Price Each</b>
II(B)(1)(A)	Level 1 Repair	\$6,933.00
II(B)(1)(B)	Level 2 Repair	\$8,959.00
II(B)(1)(C)	Level 3 Repair	\$11,473.00
II(B)(1)(D)	Replacement Reducer	\$28,124.00

<b>Section</b>	<b>Lightnin Series 10 All Model 15Q</b>	<b>Price Each</b>
II(B)(1)(A)	Level 1 Repair	\$3,393.00
II(B)(1)(B)	Level 2 Repair	Not Applicable
II(B)(1)(C)	Level 3 Repair	\$5,397.00
II(B)(1)(D)	Replacement Reducer	\$8,879.00

II(B)(1)(E)	Miscellaneous Parts necessary for repairs	(10%) markup over invoice
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# City of Chattanooga

Mayor Andy Berke

January 9, 2018

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

**Subject: Requisition No. 164581 – Playground Equipment and Installation –  
Public Works/Parks Division**

**Dear Mr. Holland:**

**Council approval is recommended for the purchase of Playground Equipment and Installation as needed by the Public Works Department/Parks Division.**

**This purchase is from U.S. Communities Contract number 2017001134 to GameTime. A copy of GameTimes' quote/contract is attached. The amount of this purchase is \$33,241.66.**

**TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding procedures.**

**Respectfully yours,**

**Bonnie Woodward  
Purchasing Director**

**BW/dp**

**Attachments**



# GameTime Contract

[Home](#) > [GameTime](#) > [GameTime Contract](#)

## Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products & Services

### Solutions

BY SUPPLIER ( [show all ->](#) )

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

### Main Menu

JUMP TO:

- [Solicitations](#)
- [About](#)
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- [Resources](#)
- [Contact Us](#)
- [Shop](#)
- [Education Purchasing](#)
- [Government Purchasing](#)
- [Nonprofit](#)
- [Go Green Program](#)
- [Innovation Exchange](#)

### Lead Agency:

City of Charlotte, NC

### Contract Number:

2017001134

5 year initial term, July 1, 2017 – June 30, 2022  
Option to renew for (2) additional (2) year periods



### Contract Updates

Contract Amendment 1 added on January 4, 2018

### Contract Documents:

- [GameTime Contract 2017001134](#)
- [Contract Amendment](#)

### RFP Documents:

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

### Postings

Number of suppliers who responded to RFP: 5

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Jan 25, 2017 – Mar 16, 2017
Onvia/DemandStar	Jan 25, 2017 – Mar 16, 2017
City of Charlotte, NC	Jan 25, 2017 – Mar 16, 2017
Canadian MERX Public Tenders	Jan 25, 2017 – Mar 16, 2017
State of Hawaii and Oregon	Jan 25, 2017 – Mar 16, 2017
Oregon Association of Counties	Jan 25, 2017 – Mar 16, 2017

## U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

### Getting Started

- [Program Overview](#)
- [How It Works](#)
- [FAQs](#)

### Why Use U.S. Communities

- [What Makes Us Different](#)
- [Webinars & Events](#)
- [Supplier Commitments](#)

### Discounts on Brands

- [Products & Suppliers](#)
- [Online Marketplace](#)
- [Solicitations](#)

### Over 55,000 agencies trust U.S.

- [Who Uses U.S. Communities](#)
- [Cooperative Standards](#)
- [State Statutes](#)



A PLAYCORE Company

PlayCore Wisconsin, Inc. d/b/a GameTime
150 PlayCore Dr. SE, Ft. Payne, AL 35967
Contact: Don King, Director Sales Admin.
Direct Telephone: 423/648-5891
Direct Facsimile: 423/648-5903
Email: dking@gametime.com
Website: www.gametime.com

QUOTE #48305

10/09/2017

Murray Hills Revised
U.S. Communities Contract No. 2017001134

City of Chattanooga
Attn: James Bergdoll
1250 Market Street, Ste 2100
Chattanooga, TN 37402
Phone: 423-643-5961
jbergdoll@chattanooga.gov

Project #: P47206
Ship To Zip: 37416

Table with 5 columns: Quantity, Part #, Description, Unit Price, Amount. Lists various playground equipment items and their costs.



PlayCore Wisconsin, Inc. d/b/a GameTime  
 150 PlayCore Dr. SE, Ft. Payne, AL 35967  
 Contact: Don King, Director Sales Admin.  
 Direct Telephone: 423/648-5891  
 Direct Facsimile: 423/648-5903  
 Email: [dking@gametime.com](mailto:dking@gametime.com)  
 Website: [www.gametime.com](http://www.gametime.com)

**QUOTE**  
**#48305**

10/09/2017

**Murray Hills Revised**

Quantity	Part #	Description	Unit Price	Amount
1	19126	GameTime - 7'6" & 8' Zip Slide (Standard)	\$2,458.00	\$2,458.00
1	19134	GameTime - Climbing Pole (6')	\$701.00	\$701.00
1	19285	GameTime - Transfer Platform W/ Guardrail 3'	\$1,842.00	\$1,842.00
1	19287	GameTime - River Rock Climber	\$1,481.00	\$1,481.00
1	19289	GameTime - Two Piece Hex Deck	\$2,110.00	\$2,110.00
1	19351	GameTime - Vert Wall 8'	\$2,897.00	\$2,897.00
1	G12027	GameTime - 3 1/2" Uprt Ass'Y Galv 12'	\$258.00	\$258.00
4	G12069	GameTime - 3 1/2"Uprt Ass'Y Galv 14'	\$294.00	\$1,176.00

Contract: USC

SubTotal: \$43,626.64  
 Discount: (\$11,912.40)  
 Freight: \$1,527.42  
**Total Amount: \$33,241.66**

Quotation: pricing is firm for your acceptance and order placement by December 9, 2017 for shipment by December 31, 2017.

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts.

Freight charges: to be prepaid and added at time of invoicing.

Exclusions: unless specifically included, this proposal excludes all site work and landscaping; removal of any existing equipment; storage of goods prior to installation; and safety surfacing, borders and drainage provisions. Customer shall be responsible for providing a clear, level site for installation and for coordinating the scheduling of all deliveries and installation.

Installation: shall be by a Certified GameTime Installer. Installer shall coordinate scheduling of work with project manager; arrange to receive and unload materials; prepare site; and assemble and install equipment in accordance with instructions provided by manufacturer and industry standards. Site should be level and permit installation equipment access. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

We appreciate this opportunity to submit our proposal and hope you will favor us with your order.

GAMETIME DIVISION

David Hill  
Regional Sales Manager

Acceptance of proposal: Entity: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Quote prepared by: David Hill



# City of Chattanooga

Mayor Andy Berke

January 9, 2018

Chief Phillip Hyman  
Chattanooga Fire Department  
910 Wisdom Street  
Chattanooga, TN 37406

**Subject: 162752/304972 – ASSA Lock and Key Service – Chattanooga Fire Department**

**Dear Chief Hyman:**

Council approval is recommended to issue an annual blanket contract. The proposed contract will cover ASSA Lock and Key Service for the Fire and Police Departments. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month period.

The invitation to bid was sent to six (6) vendors as well as formally advertised. Two (2) responses were received as shown below. A spreadsheet has been prepared and attached for your review and consideration. Copies of the bids are retained on file and available for your review in the Purchasing Office upon request.

<u>Bidder</u>	<u>Bid Total</u>
Rick's Lock & Key	\$190,050.00
AAA Lock & Key	\$190,500.00 (Bid withdrawn)

January 9, 2018

Page 2

**Subject: 162752/304972 – ASSA Lock and Key Service – Chattanooga Fire  
Department**

**I recommend awarding this contract in the amount of \$190,050.00 to Rick's Lock &  
Key as the best bid meeting specifications for the City of Chattanooga.**

**Respectfully yours,**



**Bonnie Woodward  
Director of Purchasing**

**BW/dp**

**Attachment**

**Vendor Address:  
Rick's Lock & Key  
P. O. Box 21631  
Chattanooga, TN 37424**

**Bid Tabulation - Bid 162752/304972**

**ASSA Lock and Key Service**

		Rick's Lock & Key		AAA Lock & Key			
Item #	Unit	Unit Price	Extended Price	Unit Price	Extended Price		
1	150	\$ 8.50	\$ 1,275.00	\$ 10.00	\$ 1,500.00		
2	150	\$ 125.00	\$ 18,750.00	\$ 130.00	\$ 19,500.00		
3	150	\$ 55.00	\$ 8,250.00	\$ 60.00	\$ 9,000.00		
4	150	\$ 30.00	\$ 4,500.00	\$ 60.00	\$ 9,000.00		
5	150	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00		
6	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00		
7	150	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00		
8	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00		
9	150	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00		
10	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00		
11	150	\$ 175.00	\$ 26,250.00	\$ 150.00	\$ 22,500.00		
12	150	\$ 8.50	\$ 1,275.00	\$ 10.00	\$ 1,500.00		
13	150	\$ 125.00	\$ 18,750.00	\$ 130.00	\$ 19,500.00		
14	150	\$ 55.00	\$ 8,250.00	\$ 60.00	\$ 9,000.00		
15	150	\$ 30.00	\$ 4,500.00	\$ 60.00	\$ 9,000.00		
16	150	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00		
17	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00		
18	150	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00		
19	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00		
20	150	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00		
21	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00		
22	150	\$ 175.00	\$ 26,250.00	\$ 150.00	\$ 22,500.00		
<b>Total</b>			\$ 190,050.00		\$ 190,500.00		

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 14-DEC-17 at 2:00 PM

**BID NUMBER:** 304972

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**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
<p>Requisition No.: 162752                      Ordering Dept.: Chattanooga Fire and Police Departments                      Buyer: Dedra Partridge                      Phone No.: (423) 643-7237</p> <p style="text-align: right; font-style: italic;">4m 12/4</p> <p>Items Being Purchased: ASSA Lock and Key Services</p> <p>ATTACHMENTS:                      Iran Divestment Act Form                      Affirmative Action Plan                      Requirements For Insurance Coverage                      City of Chattanooga (COC) Terms and Conditions posted on Website  <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a>                      If you can't download call buyer for a copy.</p> <p style="text-align: right; font-style: italic;">dpartridge@chattanooga.gov</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply ASSA Lock and Key Services. 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.</p> <p>If As A Result Of A General Change In Prices Or Discounts, The Contractor Has Changed Prices To All Its Customers, The Price Under This Contract Shall Be Adjusted Accordingly. All Price Increases Must Be Justified By Letters From Your Supplier And Approved By The Purchasing Division.</p> <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>*** BID MUST BE RECEIVED NO LATER THAN ***                      *** 2:00 PM EST ON December 14, 2017 ***</p> <p>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 having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>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.</p> <p>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.</p> <p>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.</p>					

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
14-DEC-17 at 2:00 PM

**BID NUMBER:** 304972

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

Company Name: Banksston Acquisition LLC DBA Rick's Lock & Key

Address: PO Box 21631  
Chattanooga TN 37424

Phone/Toll-Free No. 423-892-1700

Fax No. 423-499-0890

eMail Address: tim@rickslockandkey.com

Contact Person's Name: Tim Banksston

Estimated Delivery: 30 days

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: 30 Days

TELEPHONE NUMBER: 423 892 1700

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

COMPANY: Rick's Lock & Key

SIGNATURE: [Signature]

NAME AND TITLE: Timothy E. Banksston owner



# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
14-DEC-17 at 2:00 PM

**BID NUMBER:** 304972

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

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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	Cut Key - ASSA	150	Each	<u>8.50</u>	<u>1275.00</u>
2	Lock ASSA (cylinder) / "0" bitted	150	Each	<u>125.00</u>	<u>18,750.00</u>
3	Labor - Service Call (Trip Charge, not labor) 55.00 / trip	150	Each	---	---
4	Labor - Install ASSA lock unknown installers	150	Each	<u>30.00</u>	<u>4500.00</u>
5	Disassembly of Locks & Re-Key (with old key).	150	Each	<u>35.00</u>	<u>5250.00</u>
6	Disassembly of Locks & Re-Key (without old key).	150	Each	<u>45.00</u>	<u>6750.00</u>
7	Lever Locks (with old key).	150	Each	<u>35.00</u>	<u>5250.00</u>
8	Lever Locks (without old key).	150	Each	<u>45.00</u>	<u>6750.00</u>
9	Key deadbolts (with old key).	150	Each	<u>35.00</u>	<u>5250.00</u>
10	Key deadbolts (without old key).	150	Each	<u>45.00</u>	<u>6750.00</u>

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: Rick's Lock & Key

SIGNATURE: [Signature]

NAME AND TITLE: Timothy E. Bankston Owner

TERMS OF PAYMENT: 30 Days

TELEPHONE NUMBER: 423-892-1700

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b>  14-DEC-17 at 2:00 PM  <b>BID NUMBER: 304972</b>
<b>BUYER:</b> PHONE #: (423) 643-7230 <b>DELIVERY REQUIRED:</b>

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.

<b>V E N D O R</b>	RFQ
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<b>M A I L I N G</b>	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	ASSA Padlock <i>sub assembled</i>	150	Each	<u>175.00</u>	<u>26,250.00</u>
12	Cut Key - ASSA	150	Each	<u>11.50</u>	<u>1,725.00</u>
13	Lock ASSA (cylinder) <i>0" bit/cyl</i>	150	Each	<u>125.00</u>	<u>18,750.00</u>
14	Labor - Service Call (Trip Charge, not labor) <i>55.00/Trip</i>	150	Each	---	---
15	Labor - Install ASSA lock	150	Each	<u>30.00</u>	<u>4,500.00</u>
16	Disassembly of Locks & Re-Key (with old key).	150	Each	<u>35.00</u>	<u>5,250.00</u>
17	Disassembly of Locks & Re-Key (without old key).	150	Each	<u>45.00</u>	<u>6,750.00</u>
18	Lever Locks (with old key).	150	Each	<u>35.00</u>	<u>5,250.00</u>
19	Lever Locks (without old key).	150	Each	<u>45.00</u>	<u>6,750.00</u>
20	Key deadbolts (with old key).	150	Each	<u>35.00</u>	<u>5,250.00</u>

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: *Rick's Lock & Key*  
 SIGNATURE: *[Signature]*  
 NAME AND TITLE: *Timothy E. Brinkston Owner*

TERMS OF PAYMENT: 30 Days  
 TELEPHONE NUMBER: 423 892 1700

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
14 DEC-17 at 2:00 PM

**BID NUMBER:** 304972

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.

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Key deadbolts (without old key).	150	Each	<del>45.00</del>	<u>6750.00</u>
22	ASSA Padlock <i>sub assembled</i>	150	Each	<u>175.00</u>	<u>26,250.00</u>

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: 30 Days

TELEPHONE NUMBER 423 892 1700

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

COMPANY: Ricks, Lock & Key

SIGNATURE: [Signature]

NAME AND TITLE: Timothy E. Bankston owner